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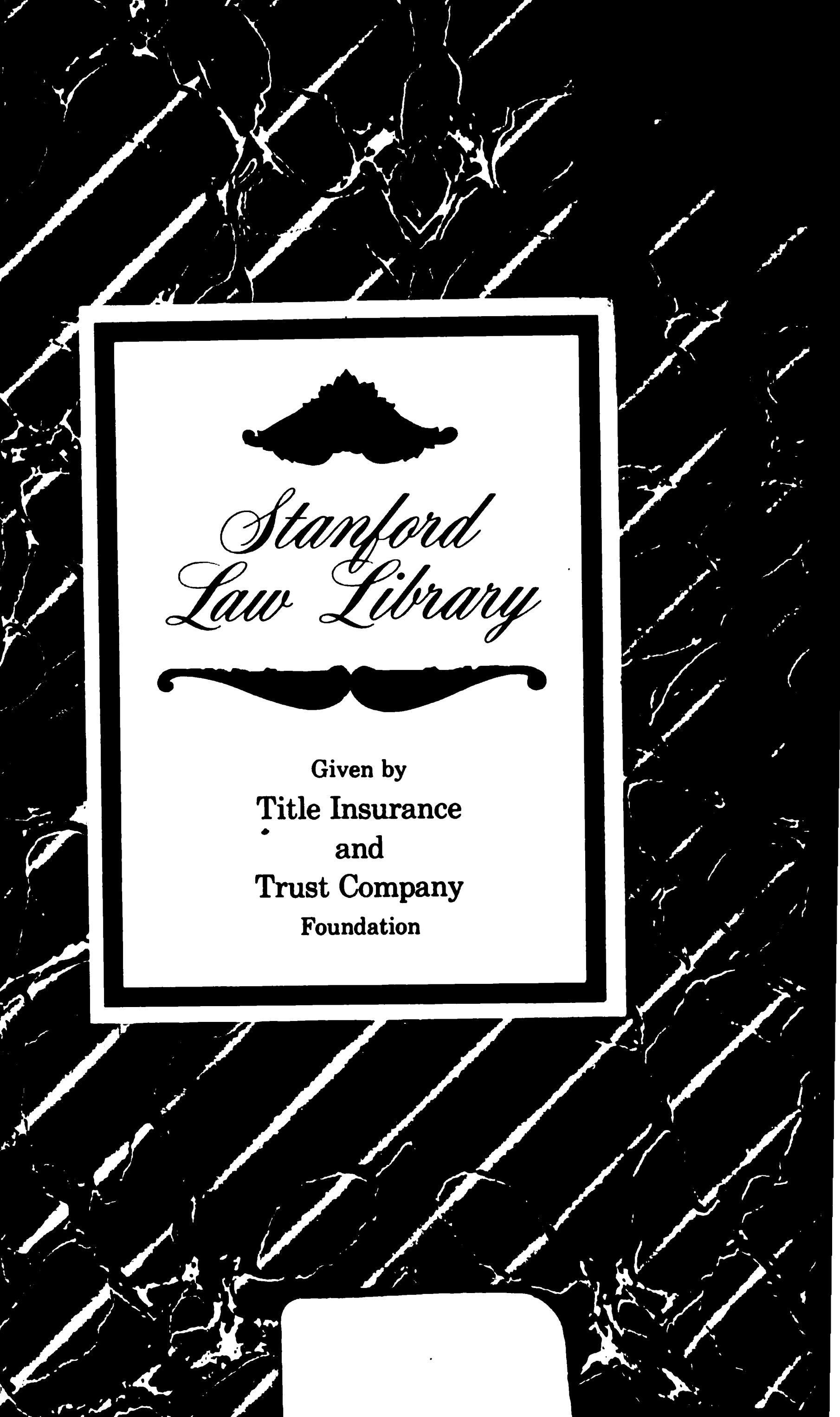
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A COMPLETE BODY OF CONVEYANCING,

In THEORY and PRACTICE,

BY

EDWARD WOOD.

A NEW EDITION, BEING THE SIXTH, REVISED AND CORRECTED;

WITH THE ADDITION OF

ORIGINAL PRECEDENTS, NOTES, REFERENCES, &c.

By JOHN JOSEPH POWELL,

OF THE MIDDLE TEMPLE, ESQ. BARRISTER AT LAW.

IN SIX VOLUMES.

VOL. I.

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M.DCC.XCII.

179[illegible]

TO THE READER.

THE *general* utility of WOOD'S CONVEYANCING, conſidered as a voluminous Collection of Precedents, adapted to almoſt every poſſible caſe that can ariſe in a free and commercial country, in which property of every denomination is in a perpetual ſtate of fluctuation and change, is too obvious to require any other proof than what ariſes from its own *intrinſic* merit. Indeed, if any proof were wanting, that of ſo voluminous a work having already gone through Four Editions, added to the loud call that there is at preſent for the Edition now in the Preſs, would ſupply it.

But although the practical part of this Work has received general approbation, as furniſhing either a precedent ſuited to every particular purpoſe, or information ſufficient to enable any perſon, having an ordinary acquaintance with this branch of the Law, to form one with little or no trouble; yet the theoretical part of it has been thought too looſe and deſultory to afford that ready information, which is the great end to be anſwered in a Work of this nature. The principal object of the preſent Editor, therefore, has been to obviate this objection, by throwing that part of the Work, ſo far as it is retained, into a form that may render its contents of more eaſy acceſs to the Reader. With this view it is, that, in the preſent Edition, the Materials contained in the Firſt and Second Volumes of WOOD, ſo far as the ſame are immediately relevant to the Practice of Conveyancing, will be ſelected, and introduced in the form of ſhort Elementary Treatiſes at the head of each diſtinct ſpecies of Inſtrument. By ſuch an arrangement, the crude and indigeſted Materials contained in the Firſt and Second Volumes, as they now ſtand, and which appear in ſuch a formidable ſhape, as would intimidate the moſt induſtrious mind from attempting a peruſal of it, may be made of particular uſe to Students who purſue this branch of the Law, and of general advantage to the Profeſſion at large.

The conſequence of thus reducing the Theoretical Part of the original Work will be, the making conſiderable room for the inſertion of uſeful Precedents; the object of the Editor being to keep in ſight the principal end to be anſwered by this

kind of collection, Variety and general Utility. In which view none of the original Precedents will be omitted, but such as are inadequate to, or improper for, the conveyance of the property intended to be transferred by them.

In the course of the Work the Editor means to furnish such Notes as may tend to explain and illustrate both the Theoretical and Practical Parts, by pointing out the general principles upon which they are founded; as without a thorough acquaintance with these principles, no experience in Practice, however extensive, will render a man a safe and secure Conveyancer.

The New Materials introduced into the First and Second Volumes of the present Edition, consist of observations on the nature, object, and operation of private Acts of Parliament, in which also the manner of soliciting them is pointed out. Observations on the nature of Agreements, &c. An Essay on Powers of Appointment; and additional observations on Assignments: together with many Notes, in which an attempt is made to explain and elucidate the doctrines advanced in the text, by deduction from first principles; and also some new precedents.

To this Volume is likewise prefixed a new Introduction by the Editor, shewing the origin of the different kinds of estates in things, and attempting to account for the present state of Freehold and Chattel Property.

Each Volume will be preceded by a Table of Contents; and at the end of the Work a copious and methodical Index to the Matter will be given.

Such is the Edition of Wood which the Proprietors now offer the Public, in which no expence will be spared to procure whatever may conduce to render the Work acceptable and useful to the Profession at large, and in particular to those who pursue this branch of it.

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To end a ſuit in chancery (brought in purſuance to a claim by various ſettlements, &c. in which an iſſue at law was directed to try the legitimacy of one of the parties) whereby the premiſſes in queſtion are ſettled, and an act of parliament covenanted to be procured for confirmation. 716

To end ſuits, an ejectment having been brought by a widow for her jointure made by her huſband by a ſettlement in purſuance of his father's will, the premiſſes are ſold, and the bargainee in poſſeſſion; an ejectment brought and verdict therein, an order of aſſize, judges divided, a further debate, judgment for the plaintiff, error brought, judgment affirmed, a bill in chancery and injunction, anſwer, injunction diſſolved, and the jointure and marriage proved; after which the parties agree as to the charges and ſettling the eſtate, &c. 721

Between a father and his inteſtate ſon's widow, (where the father had entered a caveat to prevent her adminiſtration) where the father is to have his ſon's cloaths and money, if the widow be not brought to bed in a limited time. 727

Articles of, to end differences about watering of meadows and keeping of flood-hatches. 729

Agreement for laying in water in a county town, and to pay for the ſame. 730

Agreement for providing a ſubſcription plate to be run for. 732

INTRODUCTION.

INTRODUCTION.

Of Things, and the Rights therein.

THE Foundation of property is Occupancy, which may be divided into Natural Occupancy, and Civil Occupancy.

Natural Occupancy is founded upon a corporal poſſeſſion only, and is the conſequence of a corporal act; namely, the act of taking poſſeſſion of any external thing which lies in common, and to which no man has a better right, unleſs by virtue of ſome act of his own he appropriate it to his own uſe excluſively, than every man had, antecedent to ſuch appropriation. Property therefore, taken in its ſimple and natural ſenſe, is the right which a man procures to himſelf, in certain external things by the act of taking poſſeſſion *only*, which is ſuppoſed to have been attended with ſome bodily labour.

But this kind of title by occupancy, not being adequate to the general purpoſes of mankind, in the uſe of things capable of ownerſhip, in a ſtate of ſociety; occupancy has been enlarged and extended beyond the duration to which it was naturally limited, namely, the continuation of *actual* corporal poſſeſſion, and uſe; by the introduction of a virtual or ideal poſſeſſion, exiſting in the contemplation of the mind alone (*a*).

Occupancy, thus extended, I diſtinguiſh by the name of Civil Occupancy: which is the occupancy of external things, according to thoſe rules that every diſtinct ſociety or nation has, by conſent or agreement among its members or people, eſtabliſhed (by proper laws) to guide and determine mens intereſts in all things, admitted by the laws of each particular ſtate to be capable of ownerſhip. (*b*)

(*a*) Poſſeſſionum, alia civilis, quæ animo tantum retinetur; et alia naturalis, quæ ſolo corpore. Fleta, Lib. 3. cap. 15. fol. 200.

(*b*) In England wild beaſts, fowls in the air, fiſhes in the ſea, beaſts upon the earth, and generally all fowl of warren, pheaſants, partridges, deers, conies, hares and ſuch like are not ſubjects of property until tamed, and then only ſo long as in poſſeſſion. Finch's Law. 176.

So it is of treaſure trove, eſtray, goods wrecked, &c. Ibid.

Booth on Orig. Writs 11. Britton c. 71.

Things, capable of becoming the property of particular perſons, may be divided into two kinds, namely, things immoveable, as lands, and things annexed thereto; and things moveable, as perſons, goods &c. The former, the law of *England*, with a reference to their permanent and fixed ſtate, diſtinguiſhes by the denomination of Things Real; the latter with reference to their being capable of being removed with, or to their being, in conſideration of law, united to the perſon, by the denomination of Things Perſonal.

Hale's Anal. 37.

Perſonal things are of two kinds. Firſt, Perſonal things in poſſeſſion. Secondly, Perſonal things in action. Of the former kind are jewels, plate, cattle, emblements, houſehold furniture, &c. Of the latter kind are debts due by contract or ſpecialty. Goods whereof the party is diveſted, or out of poſſeſſion. Rights of damages uncertain, (as covenants broken, legacies not paid or delivered), perſonal things in contingency, as accounts, *&c.* Alſo annuities, which are partly in poſſeſſion, as they are grantable over, and partly in action, becauſe not recoverable but by action.

Co. Lit. 213.

So ſums annually reſerved, and which are in the nature of rents, yet are not properly ſuch.

Hale's Anal. 79.

Real things, likewiſe, are of two kinds. Firſt, Corporeal. Secondly, Incorporeal.

Ibid.

Corporeal real things, conſiſt of ſuch real things as affect the ſenſes, ſuch as may be ſeen and handled by the body, ſuch as are manurable.

Ibid.

And theſe again are of two kinds, namely, Simple and Aggregate.

Ibid.

Simple real corporeal things are generally comprehended under the name of Land; which term includes in it whatſoever is erected thereupon, as well as all the different kinds thereof; as a meſſuage, a cottage, a mill, a toft, a garden, an orchard, arable land, meadow, paſture, wood, marſh, moor, furze and heath, or the like.

Ibid.

Aggregate corporeal real things are ſuch as conſiſt of things of ſeveral natures, whether they be all corporeal, or the principal part corporeal, but the other part incorporeal; becauſe the part that is corporeal in them gives them that denomination. Theſe are of ſeveral kinds; as honours, manors; conſiſting, Firſt, Of things corporeal, as demeſnes; Secondly, Of things incorporeal, as reverſions and ſervices. Of the ſame nature are rectories, conſiſting of glebe and tithes, and many of which are, at this day, lay fees. So alſo vills, hamlets, granges, farms *&c.*; for they conſiſt of houſes, lands, meadows, paſtures, woods, and the like.

Ibid. 61.

Incorporeal real things are reducible into two general kinds.

Firſt, Real things incorporeal, not in their own nature, but ſo called in reſpect of the degree or circumſtance wherein they ſtand; as reverſions, remainders, the eſtate of lands (*i. e.*) the intereſt therein conſidered diſtinctly from the land in which the intereſt is.

Ibid. 61. 64.

Secondly, Real things incorporeal in their own nature, which are of very great variety, hardly reducible into general diſtributions;

tions; as advowſons, rents, tithes, as well perſonal as prædial; perſonal ſervices incident to tenures. Commons of all ſorts; as common of eſtovers or of paſture, appendant and appurtenant, for cattle certain, and for cattle *ſans* number, *ſeparabilis paſtura*, *&c.* which are rights one man has to turn his beaſts into the land of another; ſo all kinds of profits to be taken in another's ſoil, as herbage, pannage, &c. And of the ſame deſcription are all franchiſes in ways, wrecks, eſtrays, treaſure trove, royal fiſh, forfeitures and deodands, fairs, markets, bridges with tolls, court leet, &c. and alſo franchiſes, veſted in a number of perſons, as to be a county palatine, &c. So to have a foreſt, chaſe, park, warren or fiſhery, endowed with privilege of royalty, or the like.

What was the preciſe ſtate of civil occupancy, or, to ſpeak more plainly, what was the preciſe ſtate of property in things in *England*, previous to the introduction of the feudal ſyſtem, ſuppoſed to have got footing here under ſanction of the 52d law of the Firſt *William* is not eaſily aſcertained, nor indeed is it at this day very material. Property ſubſequent to that event, was of two kinds, direct and abſolute, or uſufructuary. Direct or abſolute property diſtinguiſhed *then* by the denomination allodial was, except in particular inſtances, confined to things perſonal *only*; for things real, or lands, and things inſeparably annexed thereto, being for the moſt part from that time, *by public conſent*, rendered ſubſervient to the feudal law, a ſubject was no longer capable of an abſolute ownerſhip thereof; the policy of that law being to veſt the abſolute ownerſhip of all real property in the Prince, and to engage the ſubject, in that warlike age, to ſecure it, by procuring his conſent to hold ſuch portion thereof as was granted to him, upon condition that he ſubmitted himſelf to a regular military ſubordination, eſtabliſhed with a view to general defence. Every man therefore was underſtood, in conſequence of his acceptance of any portion of real property, to oblige himſelf, as long as he held it, to attend upon the Crown, and to enter into meaſures for the ſecurity and defence of the State, whenſoever he ſhould be required by the Chief or King ſo to do; and was bound to him in reſpect thereof, by the feudal tye faithfully to diſcharge this duty. This regular ſubordination extended itſelf from the higheſt to the loweſt order of Landholders.

Wright. Ten. 65
Ibid. 74. 77.

From the period therefore at which this ſpecies of tenure was introduced into *England*, it became a received and undeniable principle in our juriſprudence, that no ſubject could have a direct or abſolute property in things real; but that they were holden either mediately or immediately of the Crown. The King, therefore, *alone* hath the abſolute or direct dominion in real property, and the intereſts of the ſubjects are only uſufructuary eſtates, or times of enjoyment thereof, implied to be granted to them by the Crown, *the ultimate or abſolute dominion thereof being ſtill retained in itſelf.* The Crown, therefore as chief lord, has in itſelf a poſſibility of reverter of all real property, Firſt, when ſuch uſufructuary intereſt or time of enjoyment expires, by a failure of the tenants named or conſequentially included in the ſuppoſed

50 Aſſ. Pl. 1. Bic Law. Tracts. 220. Wright's Ten. 137. Finch's Law 132.

grant; that is, by failure of heirs of the original grantee or of his alienee, which in technical language is called Eſcheating. Secondly, when it is determined by any act of ſuch perſons repugnant to the expreſs or implied condition annexed to the grant, which is termed a Forfeiture.

Spelman's Poſth. Treat. of Feuds 4. 6. 9.

Property not abſolute in real things, according to the feudal ſyſtem, where it prevailed in its full extent, and after it arrived at its maturity, was of three ſpecies or kinds, diſtinguiſhed by the ſeveral periods or times during which the intereſt therein was limited to continue, and denominated accordingly. If the intereſts in the portions of lands granted were merely precarious and held at the will of the granter, they were called *Munera*; if they were limited to continue for life, or for a certain term, as for a year, they were termed *Beneficia*; and if they were granted in perpetuity to the feudatory and his heirs general or ſpecial, they were denominated *Feuda*.

In *England*, where the ſyſtem was adopted by public conſent, there were two ſpecies of feuds only, namely for life, and in fee; intereſts for a leſſer term than during life falling under another deſcription of property.

Theſe ſpecies of intereſts, in lands, adopted in *England*, namely, intereſts for life and in fee, were granted out upon different terms or tenures; in alluſion to which they were denominated in common, (*a*) *Tenements*. Theſe tenures were of two kinds, the one was free, and the other in villanage, diſtinguiſhed therefore by the terms, *frank tenement*, or *liberum tenementum*; and villanage, or *villenagium tenementum*. (*b*) Of frank tenements, ſome were held freely in conſideration of homage and knight's ſervice, others in free ſocage with the ſervice of fealty only. Of villanages ſome were pure and others privileged. He that held in pure villanage held his land by no aſſurance in writing, but at the pleaſure of the lord, and reſumable at his diſcretion; he was to do

Bract. 7.

whatever was commanded him, and always was bound to an uncertain ſervice, and rather to be conſidered in the light of a ſervant, than in that of a tenant. The other kind of villanage was called villain ſocage, ſo denominated in contradiſtinction to free ſocage, on account of the baſeneſs of the ſervices annexed to that tenure; and the villain ſockmen held permanent eſtates for life &c. by deed under certain rents and free ſervices, but of a villain nature, though certain and permanent.

In the early period of our hiſtory all property in things, not comprized under the deſcription of freehold, ſeems to have fallen

(*a*) Tenement is confined to land, and is the ſame thing as feud or feudum in the feudal law; and ſignifies lands held: and *feuda* are poſſeſſions ſo given and held, that the poſſeſſor is bound to do ſervice to him from whom they were given. Seld. Tit. Honor, 278. Wright Ten. 5.

It is laid down as law, that if a man grant all his lands and tenements in D, leaſes for years will not paſs by that grant; for the words, lands and tenements, include only Frank-al-moins. Brook Tit. Done 41. Fitz. Nat. Brev. 5 B.

(*b*) Item dicitur liberum tenementum ad differentiam ejus quod eſt villenagium; quia tenementorum, aliud liberum, aliud villenagium. Bract. Lib. 4. fol. 207.

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under the denomination of Chattel; and indeed we find that term used in the Grand Cuſtumier, an ancient book of great authority, containing the ducal cuſtoms of *Normandy*, in oppoſition to the terms Freehold or Fief; ſo that among the *Normans*, who certainly inforced, if they did not introduce into *England*, the feudal ſyſtem, not only goods were accounted chattels, but whatever was not a feud, if capable of becoming excluſive property, was ſo accounted: (*a*) and the ſame notion ſeems to have prevailed here. Conſonant to this idea is the doctrine laid down by *Britton*, that if any one be born of a female villain, he ſhall be purely the chattel of his lord, to give or to ſell to whom he will.

Grand Cuſtum. Cap. 87.

Cap. 31. fol. 87.

From this inveſtigation of the origin and meaning of the words Freehold or Fee, and Chattels, we find them reſpectively importing complex ideas; the two former, viz. Freehold or Fee, ſignifying immoveable or real property, as land, and a certain intereſt or time therein; (*b*) as an eſtate for life held under a particular tenure. (*c*) The latter, *viz.* Chattel, ſignifying every thing that was the ſubject of property, and the intereſt therein, not comprized under the term freehold or fee in the original import of thoſe terms as confined to things immoveable.

At this period there ſeems to have been no actual intereſt in lands *in jure proprio* leſs than fee or freehold; for, thoſe perſons who were in a ſtate of pure villanage, and who held ſmall portions of land by way of ſuſtaining themſelves and families, were conſidered as little better than ſlaves holding in right, and at the mere will of the lord, who might diſpoſſeſs them whenever he pleaſed; and it was upon villain ſervices, as to carry out dung, to hedge and ditch the lord's demeſnes, and to perform any other the meaneſt offices. So leaſes for years, at will, or at ſufferance, were originally granted to mere farmers or huſbandmen, who every year rendered ſome equivalent in money, proviſions, or other rent to the leſſors or landlords; but the latter, in order to encourage them to manure or cultivate the ground, gave them a ſort of permanent intereſt for a limited period, founded upon a contract expreſſed or implied, which was not determinable at their

Co. Litt. 45. b. Bac. Abr. 296. 2 Black Com. 93. Bract 5. 6. 2 Will. 621.

(*a*) Terms de le ley 103. verb. catalla; et vid. Kitchen, fol. 12. where it is ſaid that money is not to be accounted goods or chattel, nor hawks nor hounds; for the latter are feræ naturæ, and the former is not in itſelf valuable, but rather in imagination: the concluſion ſeems to be that neither of them therefore were the ſubject of property.

(*b*) It is ſaid per *Thorpe*, that if a man grant a villain to one and his heirs, it ſhall go to the executor of the grantee, and to his heir, Fitz. Diſcon 16, fol. 289. upon which poſition Brooke, Tit. Villanage 60. fol. 307. makes a quære; for, ſays he, a villain in groſs is a frank tenement, and a woman ſhall be endowed of it. This opinion of Thorpe is perfectly conſiſtent with the definition of a chattel, as laid down above; but he ſeems not to have adverted to the idea that there might be an inheritance in a perſonal thing or chattel, as well as in a real eſtate, in which ſenſe only, Brooke calls it a frank-tenement.

(*c*) Freehold ſeems to import ſomething more than the land and the bare poſſeſſion of it; for a termor in poſſeſſion has the land and the poſſeſſion of it, but yet has not the freehold, becauſe the longeſt term in contemplation of law is leſs than a life intereſt.

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will but to endure for a time certain. Their poſſeſſion, nevertheleſs, was eſteemed of ſo little conſequence, that they were rather conſidered as bailiffs or ſervants of the lord, holding poſſeſſion of the land *jure alieno*, not *jure proprio*, and who were to receive and had contracted to account for the profits at a ſettled price, than, as having any property of their own. Their eſtate might alſo by the common law have been, at any time, defeated by a common recovery ſuffered by the tenant of the freehold, which annihilated all leaſes for years then ſubſiſting, unleſs afterwards renewed by the recoveror, whoſe title was, in preſumption of law, ſuperior to his by whom thoſe leaſes or contracts were made.

Co. Litt. 46. Bac. Abr. 296.

The right or *intereſt* in moveable or perſonal things, compriſed generally under the name chattels, *was*, in thoſe days, before the introduction of trade and commerce had rendered property of this kind of great extent and value, of ſo little eſtimation, that the law had not pointed out any perſons who ſhould take them, in caſe the owner thereof died without making a diſpoſition of it; but it was, in the ſuperſtition of the times, to be left to the diſpoſal of the church, to be applied in its diſcretion, in ſuch manner as ſhould be deemed moſt beneficial for the deceaſed; which, before that diſcretion was controuled by poſitive law, always deemed it beſt beſtowed in procuring from the members of its own body maſſes and prayers for the ſouls of the owners thereof.

But, after the conqueſt, when the ſpirit of trade and commerce begun to diffuſe itſelf throughout the nation under the *Normans*, who were further advanced in the arts of life than the *Saxons* had been, the inhabitants of towns, who, for the moſt part, followed theſe purſuits, began to be regarded; and perſonal property, in which the eſtates of thoſe who were engaged in trade principally conſiſted, grew into eſtimation and conſequence; and, in ſome places, after a time, under the ſanction of cuſtom immemorial, was permitted to partake ſo far of the nature of immoveable property as to become inheritable and deſcendible to the ſucceſſor (*a*).

There may be ſome perhaps, who, having directed their attention more to modes of expreſſion than to the eſſential nature of things, will ſtart at the language I uſe when I ſpeak of property deſcending to the ſucceſſor; and who would rather aſcribe this continuance of the property in the ſucceſſor to the fictitious notion, that the corporate eſſence never dies, than to the idea that the corporate body is kept up in a courſe of regular deſcent; but, upon accurate inveſtigation, we ſhall find that the diſtinction is rather in ſound than in ſenſe; and that the analogy between

(*a*) As in the caſe of the Chamberlain of London, who, by cuſtom of the city, may take chattels in ſucceſſion for the benefit of orphans. Bird v. Wilford, Cro. Eliz. 464. Fulwood's caſe, 4 Rep. 65. 4 Inſt. 249. So the King, by his prerogative, may take any chattels in ſucceſſion, and conſequently a leaſe made to him and his ſucceſſors for years, is good, and will go accordingly, and not to his executors and adminiſtrators. Co. Litt. 90. a. 2 Roll. Abr. 211. 93. Brooke Tit. Prerog. 81, 85. Tit. Gard. 73. 7 Hen. 4. 43. *a*.

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real and perſonal property, and between the natural body and the civil body, ſo far as it is referred to the courſe of taking and enjoying property, is much more cloſe than may be at firſt imagined; for, whether the property be real or perſonal, or the taker a natural or a civil perſon, ſtill, when accurately inveſtigated, it is in each caſe a ſucceſſion, the conſequence of poſitive law, in an artificial body created by the ſame authority to preſerve the continuity of eſtate: ſince the character of heir, is as much, in this view of it, a creature of civil inſtitution as the character of ſucceſſor.

But to return to the ſubject we were before treating upon. When the alteration in reſpect to chattel property took place, and it became in ſome caſes inheritable, it was extremely natural that, as the quantity of duration or intereſt which the law permitted to be applied to real property became extended to perſonal property, ſo the terms which were expreſſive of thoſe quantities, ſhould likewiſe be applied to it; and conſequently that the term *Liberum Tenementum*, and the term Fee, which, as it hath been ſhewn, imported as well the quantity of eſtate as the quality of the thing, ſhould have the ſame import, as to quantity, when applied to perſonal things, as it had when applied to real things. The ſtate of tenures in *England* ſeems to have had a ſtrong tendency to promote this application of the terms Freehold and Fee; for, we find that the feudal ſyſtem never prevailed here in its *genuine* ſpirit: and that in a ſhort time after its introduction, perſonal ſervice of all kind fell into diſuſe, and was almoſt univerſally compounded for: even tenants in villanage, in contradiſtinction to which tenure the word Franktenement ſeems to have been adopted, (from which freehold and franktenant appear to have been derived) who, from the indulgence and benevolence of their lords, had been permitted to enjoy their poſſeſſions without interruption *time out of mind*, were conſidered as having a title by the common law, of which cuſtom is the life, to preſcribe againſt their lords, and, on performance of the ſame ſervices as were originally reſerved, to hold their lands in ſpight of any alteration of the lord's will.

About the time of *Edward* the Firſt, eſtates for years ſeem to have become of importance (*a*), and to have been conſidered, after entry, as *actual* intereſts in the land, veſted in the leſſee; for it appears that long terms, as for three hundred years, were certainly in uſe in the time of *Edward* the Third, and probably of *Edward* the Firſt. 32 Aſſ. pl. 6. Stat. of Mortmain, 7. Ed. 1.

It has been ſuggeſted, that, when chattels became deſcendible, the terms appropriated to real things having that quality, became applicable to perſonal things inveſted with a like privilege, and, by an analogy of reaſoning, it ſeems a probable ſurmiſe, that temporary intereſts in real property, when they came to be acknow-

(*a*) It was not till 6th Edward the Firſt, which was about 206 years after the Conqueſt, that the ſtatute of Glouceſter, which ſecured leſſees from the effect of colluſive recoveries, paſſed, part of which ſtatute is confined to the city of London. Termors in general were not effectually ſecured until the paſſing the ſtatute 21 Hen. 8. c. 15.

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ledged as *intereſts* therein, were claſſed under the denomination of chattels; for, as thoſe intereſts were poſſeſſed of no quality belonging to fees, taking effect as contracts collateral to the land and attaching upon it, and not as actual eſtates therein, therefore diſſimilar in the moſt eſſential properties; they, there being but two ſpecies of property, namely, freehold and chattel, of courſe fell under the latter denomination; and then as the word *Freehold*, as referring to quantity, became applicable to perſonal things, ſo the word *Chattel*, when referring to quantity, alſo became applicable to real things.

1. Lev. 161. In *England*, therefore, civil occupancy in things real and perſonal, may be ſaid to be of two kinds; namely Freehold and Chattel. Freehold is deſcriptive of that ſpecies of civil occupation, which imparts to any individual the privilege of excluſive enjoyment (*a*) of things, moveable or immoveable, for a portion of time not bounded in its duration by any certain fixed limits (*b*), and which time may probably not expire while that which is the ſubject of ſuch indeterminate occupancy has a being. Chattel is deſcriptive of that ſpecies of civil occupancy, the duration of which is preciſely limited and pointed out at its commencement; as a leaſe of things moveable or immoveable for one hundred years, or an eſtate in lands by ſtatute merchant, ſtatute ſtaple, or elegit, which, though not limited to determine at a day, or time fixed, can only continue *until* the produce of the land, upon which it attaches, amounts to a certain given ſum.

Bract. lib. 4. c. 28, fol. 207.

Freehold, or chattel when oppoſed to freehold, in the preſent ſenſe of theſe terms, therefore, are not *the things* whereof the occupancy is (*c*); for neither freehold nor chattel are natural things, but both of them have their exiſtence from the poſitive law of the kingdom, and are artificial things, exiſting in contemplation and notion of law only, by which alone they are modified and ſupported, applicable to the times or intereſts in things, and not the things themſelves; which things, whether perſonal or real, moveable or immoveable, have their exiſtence in nature, independent of any ownerſhip, and are ſtill the ſame, whoever may have the enjoyment of them.

Freehold and chattel occupancy, then, may be applied either to moveable or immoveable, corporeal or incorporeal things (*d*), and,

(*a*) Item liberum tenementum dici poterit, vel quaſi, quies et pax, et pacifica poſſeſſio et libertas; quia qui quietem non habet nec pacem, ei aufertur commoditas tenementi; quia ſine quiete et pace tenementum teneri non poteſt. At ſi quis per vim uti velit, contra voluntatem domini. Item ſi diſtrictiones fecerit injurioſas et tranſgreſſivas, per quas auferat domino commoditatem poſſidendi, &c. Bracton lib. 4. fol. 208.

Thus we ſay, "abate the freehold," which means an interruption of the deſcent, and ſhews that the word *freehold* extends to the *inheritance*.

(*b*) Donec quid fiat vel non fiat, ut ſi dicitur, *do tali donec ei providero*. Bract. lib. 4. c. 28, fol. 207.

(*c*) That a freehold is not land neceſſarily, is clear from the expreſſion, a freehold rent. Litt. 588, 589.

(*d*) Non ſolum autem conſiſtit liberum tenementum in terris et rebus immobilibus, verum etiam in rebus mobilibus. Scil. in redditibus

and, with relation thereto, are either real or perſonal, or of a mixed nature, partaking in ſome degree of both thoſe qualities.

Real freehold intereſt muſt have two properties; namely, immovability of place, and indeterminate duration as to time: and therefore *is* confined to land, or to ſuch things, as, being united with land, are ſo permanently fixed and annexed to it, as to be in that ſtate immoveable and inſeparable from it; and, thereby have become poſſeſſed of the ſame qualities as it is poſſeſſed of.

Perſonal freehold intereſt requires not, neither from its nature can it be poſſeſſed of immovability of place; becauſe this ſpecies of freehold is applicable to things in themſelves moveable, as heir looms, villeins in groſs, armour, tomb-ſtones, the jewels of the crown, leaſes or other perſonal things in the hands of the crown, or an annuity granted to a man and his heirs, or for life (*a*), or *to rights* reſpecting perſonal things, and which have no immediate relation to land, as the grant of King *Edward* the Firſt, to *Edmund* his brother, "Quod ipſe et Hæredes ſui habeant, ad "requiſitionem ſuam in Cancellaria noſtra et hæredum noſtrorum, "Juſticiarios ad placita foreſtarum, quás idem frater noſter habet "ex dono domini regis *Henrici* patris noſtri, ſecundum Aſſiſas "Foreſtæ tenendas, &c." This grant is ſtated by Lord *Coke* to have conveyed to the grantee and his heirs, a *perſonal* inheritance in *making of a requeſt*, to have letters patents of commiſſion to have juſtices aſſigned to him to hear and determine of the pleas of the Foreſts, and concerned neither lands nor tenements. So a grant to a man and his heirs to be keeper of hounds, or maker of the horſe, or falconer, or the like offices; for they are not iſſuing out of *tenements*, nor annexed to, nor exerciſeable within, nor concerning lands or tenements of freehold or inheritance, but concerning moveable things, and, in the language of Lord *Coke*, ſavour not of the realty.

Vid. Earl of Stafford v. Bulkeley, 2 Vez. 170. Co. Litt. 1. b.

Co. Litt. 20. a.

Mixed freehold property partakes both of the nature of realty and perſonalty; as the grant, mentioned by Lord *Coke*, made by King *Henry* the Third, to the Abbott of *Whitby*, in the county of *York* (who had a foreſt of the gift of *William Percie*, founder of the Abbey, and by charter of King *John*, and other his progenitors) "Abbati et conventui de *Whitbye*, quod ipſi, et eorum "ſucceſſores, in perpetuum, habeant viridarios ſuos proprios de "libertate ſua de *Whitbye*, eligend' de cætero in pleno com.

tibus mobilibus, ſicut in aureis et argenteis, et non ſolum in hujuſmodi verum etiam in aliis rebus, quæ conſiſtunt in pondere, numero et menſura. Menſura, ſive ſit liquidum, ut vinum et oleum; ſive ſolidum, ut frumentum; ſive menſuratum ſive non menſuratum; menſuratum ut in modio, vel non menſuratum, ut in garba; modo in uno loco, modo in alio, dum tamen in uno tenemento. Et eodem modo de liquido; et illud idem ſiat de numero. Bract. lib. 4, c. 28, fol. 207.

(*a*) It was held in the caſe of Bodvell v. Bodvell, Cro. Car. 170. that a declaration upon an annuity or annual rent granted for life, "*virtute cujus fuit ſeiſitus in Dominico ſuo ut de libero tenemento*" was good; and that ſuch a declaration did not mark an intention to have a rent-charge, in preference to a mere perſonal annuity. So pleaded Co. Ent. fol. 49, 50.

"*Eborum*,

" *Eborum*, pro-ut moris eſt, ad reſponſiones et præſentationes " faciend' de tranſgreſſionibus, quas a modo fieri contingit de " venatione intra ruetas foreſtæ ſuæ de *Whitbye*; quam habent " ex donatione *Willi de Percy*, et *Alani de Percy*, filii ejus, et " redditione et conceſſione Domini *Johannis* quondam regis *Angliæ* " patris noſtri, et confirmatione noſtra, coram Juſticiariis noſtris " itinerantibus ad placita foreſtæ in partibus illis et non alibi; " ſicut viridarii foreſtæ noſtræ hujuſmodi reſponſiones et præſen- " tationes facere debent et conſueverunt. Et ſi contingat aliquos " forinſecos, qui non ſunt de libertate prædictorum Abbatis et " Conventus, tranſgreſſionem facere de venatione intra metas " foreſtæ predictæ quos prædicti viridarii attachiare non poſſunt; " volumus et concedimus pro nobis et hæredibus noſtris quod " hujuſmodi tranſgreſſores per juſticiarios foreſtæ noſtræ ultra " Trentam attachientur ad præſentationem viridariorum præ- " dict': ad reſpondendum inde coram juſticiariis noſtris itineran- " tibus ad placita foreſtæ noſtræ in partibus illis, cum ibid. ad " placitandum venerint, pro-ut ſecundum Aſſiſam et conſuetu- " dinem foreſtæ noſtræ fuerint faciend'." And of a ſimilar nature are all freehold eſtates iſſuing out of, or concerning lands or corporeal things, or concerning or annexed to, or exerciſeable within the ſame, though they be not in tenure, as rents, eſtovers, commons, or other profits whatſoever granted out of land; or uſes, offices, and dignities, which concern lands, or certain places, as the office of the keeping of the church of our Lady of *Lincoln*; the office of a foreſterſhip; charters; uſes; nomination to a benefice, &c. Alſo names of dignity, as Dukes, Marquiſſes, Earls, Viſcounts, and Barons, if they be named of ſome county, manor, town, or place, but not otherwiſe; for, in the latter caſe, ſuch dignity would be a mere *perſonal freehold*. This ſpecies of freehold poſſeſſes both the qualities of real eſtate, immovability of place, and indeterminate duration of time, and is annexed to the perſon likewiſe.

Co. Litt. 20. a.

It is clear that immovability of place alone does not conſtitute the diſtinction between a Freehold Eſtate and a Chattel; for an eſtate *for a term of years* in *land* is *immoveable*.

It is equally clear, that indeterminate duration does not alone conſtitute a real eſtate, for an inheritable eſtate in a villein in groſs had that property, and yet according to Lord *Coke*, was not a real Eſtate, but a perſonal Inheritance.

Real and perſonal, as now uſed by *Engliſh* Lawyers, therefore, appear to me to be deſcriptive of the quality of things (*a*) Freehold or Chattel of the quantity or eſtate

(*a*) It is not unuſual for words to change their natural or original import; thus a Feoffment formerly ſignified a grant of a feud or fee: by cuſtom it came afterwards to ſignify a grant, with livery of ſeiſin, to a man and his heirs. Mad. Diſſ. on Charters, fol. 4. So Firmaries formerly ſignified one who held his lands upon payment of a rent or firm, though at preſent, by a gradual departure, the word Farm is brought to ſignify the very eſtate or lands ſo held upon farm or rent. 2 Blackſt. Comm. 318. So Aſſiſe, which ſignified originally the Jury that tried the cauſe, by a figure, now ſignifies the Court or Juriſdiction which tries the cauſe. Vide 3 Blackſt. Comm. 185. and there ſee other like inſtances.

therein;

therein (*a*); for real or immoveable eſtate and fee can now no more be predicated of each other, than moveable or perſonal eſtate and chattel; becauſe an annuity is clearly capable of being granted in fee, and yet, as clearly is not a real eſtate, as the inheritance in a villein in groſs is perſonal, and yet is not a chattel in the preſent ſenſe of that word. The common mode of expreſſion is a proof of this; we ſay ſuch a one has a real inheritance, but we never ſay ſuch a one has a real annuity; but a free hold annuity, or fee-ſimple perſonal. So we never ſay a man has a chattel inheritance, but a perſonal inheritance, or perſonal freehold: becauſe *chattel*, in its preſent ſenſe, being applicable to quantity of intereſt in a thing only, and *inheritance* being alſo, properly ſpeaking, applicable to the ſame ſubject, they can never be coupled to expreſs *ſubject* and *quantity* any more than "perſonal" and "real" to expreſs *ſubject* and *quality*; a man would not be underſtood who ſhould ſpeak of a "*real perſonal*," or a "*freehold chattel*." The terms are *incompatible*. Co. Litt. 20.

Freehold intereſts *or times* are of two ſorts; namely, inheritable and not inheritable; the former governed as to its duration by the time during which a man ſhall continue to have heirs: the latter limited by the duration of a life or lives, or by ſome uncertain and contingent event; in both caſes the time of duration is equally uncertain and indeterminate (*b*).——The former was called an eſtate in fee: the latter an eſtate for life or lives. (*c*)

A fee-ſimple is the greateſt intereſt or time which by our law a ſubject can poſſeſs in any thing capable of property, as it may in fact laſt for ever. (*d*)

(*a*) Thus Sir Martin Right obſerves, that we uſe the word Feodum or Fee as a term not only importing "beneficium," which, according to the feudiſts, was applicable to "land" only, but, as importing "beneficium et hæreditatem," to denote ſimply the continuance or quantity of eſtate, and not the quality or condition of tenure. And therefore, that this is clearly the ſenſe and import of it in the form of pleading an inheritance in the King; namely, *Rex ſeiſitus fuit in dominico ſuo ut de feodo*, where the word "feodum" cannot poſſibly import a tenure; nor can it, contrary to the original or proper ſenſe, import *directum dominium*, but muſt be underſtood, without regard to the dominion, property, or tenure, ſimply to denote an inheritance. Wright's Tenures, 147, 148.

Fee, in our legal underſtanding, ſignifieth, that the land belongs *to us and our heirs*, in reſpect whereof the owner is ſaid to be ſeiſed in fee, and in this ſenſe the King is ſaid to be ſeiſed in fee. 1 Inſt. 1 b.

(*b*) Et ſciendum eſt quod liberum tenementum eſt id, quod quis tenet ſibi et hæredibus ſuis in feodo et hæreditate; vel in feodo tantum ſibi et hæredibus ſuis. Item, ut liberum tenementum, ſicut ad vitam tantum, vel eodem modo ad tempus indeterminatum abſque aliqua certa temporis præfinitione. *Scil*; donec quid fiat vel non fiat, &c. Bracton, lib. 4. fol. 207.

(*c*) Thus an eſtate durante viduitate, or until a man returns from Rome, &c. is a freehold, for it may laſt during the life of her or him to whom it is limited.

(*d*) A fee-ſimple is what, in other terms, is called the inheritance; for tenant in tail cannot in a writ deſcribe his intereſt as that quod clamat eſſe jus et hæreditatem ſuam. Booth on Original Writs, 2.

Fees

Bract. 17. a. Fees ſimple are of two kinds. Firſt, abſolute and unqualified; as where an intereſt in real or perſonal things is in a man and his heirs; for in ſuch caſe, he has an abſolute and indeterminate eſtate in him and his *heirs general for ever*. Such eſtate therefore is on account of its unconditional and unqualified nature, called by way of marking its ſuperiority, fee-ſimple abſolute.

Secondly, Fee-ſimple determinable.

Again, fee-ſimple determinable may be divided into fee-ſimple determinable conditional, and fee-ſimple determinable qualified, or baſe fee.

Bract. 18. Fee-ſimple determinable conditional, at common law, as diſtinguiſhed from a fee-ſimple abſolute, was a fee given to a man and his heirs *upon condition that he had heirs of a particular deſcription*; as a gift to hold to the donee and his heirs, *if* he had heirs of his body; of the ſame nature now is a gift to a man and the heirs of his body; by which limitations only his lineal deſcendants are admitted by deſcent in excluſion of all collateral heirs. Such eſtates may alſo be, if he has heirs male of his body, or to the heirs male of his body, and the like of heirs female; by the former of which, as well lineal as collateral, female heirs are excluded; by the latter as well lineal as collateral heirs male.

The reaſon why this kind of eſtate was called a fee-ſimple conditional, was becauſe, at common law, ſuch a gift, namely, to a man and his heirs if he had heirs, or heirs male, or heirs female of his body, was conſidered as a gift upon condition that the land, &c. which was the ſubject of it ſhould revert to the donor, if the donee had no heirs of his body of the denomination ſpecified in the limitation; but, if he had, it ſhould then remain to the donee. They therefore called it a fee-ſimple, *on condition* that he had iſſue. Now, as where a condition is performed, it is thenceforth entirely gone, and the thing to which it was before annexed becomes abſolute, and wholly unconditional; the grantee of ſuch an eſtate was conſidered, as ſoon as he had iſſue born of the denomination limited, as having an abſolute fee by performance of the condition; the donee might therefore aliene the land,

Co Litt. 19. 2 Inſt. 233. and thereby bar his own iſſue, and alſo the donor of the intereſt that remained in him until the condition performed; he might

Co. Litt. 19. 2 Inſt. 234. likewiſe forfeit it for treaſon, which he could not do, before iſſue born, longer than for his own life, leſt, thereby, the inheritance of the iſſue and reverſion of the donor might have been de-

Co. Litt. 19. feated; he might alſo charge the lands with rents, commons, and other incumbrances, ſo as to bind his iſſue. But if the donee did not, in fact, aliene the land, the courſe, pointed out for the land to go in by the original grant, was not deviated from in conſequence of this performance of the condition; therefore if the iſſue afterwards died, and then the tenant or original grantee died without making any alienation, the land, which, by the terms of the donation, could deſcend to none but the heirs of his body, in default of ſuch heirs, reverted to the donor, his eſtate in fee-ſimple abſolute having outlaſted the conditional fee carved out of it.

But

But the ſtatute of *Weſtminſter* the Second, commonly called the ſtatute *de donis conditionalibus*, which was obtained by the nobility, with a view to perpetuate their poſſeſſions in their own families, inforced a more rigid compliance with the will and intention of the donors in gifts of lands in fee-ſimple determinable conditional, by enacting, that the will of the donor, according to the form in the deed of gift manifeſtly expreſſed, ſhould be in future obſerved; ſo that thoſe to whom eſtates were ſo given upon condition ſhould not have power of alienating them, but that, after their deaths, they ſhould go either to the donor or his heirs, if there were a defect of iſſue of the donee: Upon the conſtruction of this ſtatute the judges determined, that the donee had no longer a fee-ſimple conditional, which became abſolute and at his own diſpoſal the inſtant that iſſue was born; but they conſidered the ſtatute as giving the donee a new kind of fee-deſcendible to particular heirs, which they denominated a fee-tail; and, when it was created out of a fee, as turning the poſſibility of reverter, which tenant in fee creating ſuch eſtate had left in him before the ſtatute, into a veſted intereſt in reverſion in fee-ſimple abſolute, to take effect in poſſeſſion after failure of iſſue.

2 Blackſt. Comm. 112. c. 5.

But as "*Tenementa*" was the only word uſed in the ſtatute, it was expounded to comprehend all real hereditaments whatſoever, and alſo all other hereditaments which ſavoured of the realty, that is, which iſſued out of real ones, or which concerned, or were annexed to, or might be exerciſed within the ſame; as rents, eſtovers, commons, and the like; alſo offices and dignities which concerned lands, or had relation to fixed or certain places, might be entailed. But mere perſonal chattels which ſavoured not at all of the realty, or offices which related to ſuch perſonal chattels, or to mere incorporeal hereditaments could not be entailed.

2 Blackſt. Comm. 113. 1 Inſt. 19, 20.

Fee-ſimple determinable qualified, or baſe fee is ſo called, becauſe it has a qualification ſubjoined thereto, and muſt determine whenever the qualification annexed to it in its creation, and by which its duration is governed, ceaſes to exiſt: As in the caſe of a grant to *A.* and his heirs, *Tenants of the Manor of Dale;* in ſuch caſe, whenever the heirs of *A.* ceaſe to be tenants of that manor, the grant is determined. So where *Henry* the Sixth granted to *John Talbot*, lord of the manor of *Kingſton Liſle* in *Berks*, that he and his heirs, *Lords of the ſaid Manor*, ſhould be peers of the realm, by the title of Barons of *Liſle;* here *John Talbot* had a qualified fee in that dignity, and the inſtant he and his heirs departed with the ſeignory of this manor, the dignity determined.

2 Blackſt. Com. 109.

Co. Litt. 27.

And ſuch qualified fee may be in two manners; either expreſsly, by original grant from the crown, in whom the abſolute dominion of things is veſted, as in the two above-mentioned inſtances; or derived out of an abſolute and pure eſtate of fee-ſimple by limitation: As if *A* infeoff *B.* of the manor of *C.* to have and to hold to him and his heirs *ſo long as* D. *has heirs of his body.* Or implicit, and derived out of an eſtate tail: as

where

10 Rep. 97. 98.

where *A.* tenant in tail only of lands, bargains and ſells them by deed indented and inrolled to *B.* and his heirs, and afterwards levies a fine to him and his heirs with proclamations; here *B.* has an eſtate as long as tenant in tail has heirs of his body, derived out of the eſtate tail. This eſtate is a fee, becauſe by poſſibility it may endure for ever in *B.* and his heirs, yet, as that duration depends upon the concurrence of collateral circumſtances, which qualify it and deſtroy the purity of the donation, it is therefore denominated a qualified or baſe fee. (*a*)

Eſtates in fee-ſimple abſolute or determinable, at common law, impart to the owner, as an *accidental quality inſeparable* from them, the power of alienation in fee; but the extent of that power differs according to the nature of the fee. He that has a fee ſimple abſolute may convey a fee-ſimple abſolute; i. e. a fee inheritable in the heirs general of the *grantee*, ſo long as any ſuch heirs ſhall continue to be; and ſo may the grantee convey *in infinitum.* (*b*) A neceſſary conſequence of the exerciſe of this privilege is, that the grantor of ſuch fee, having by his grant diſpoſed of *all* his intereſt, or time, in the thing upon which the fee attaches, he can have left in him no further eſtate or time in the thing granted, nor even a *poſſibility* of a further time or intereſt; a fee-ſimple abſolute comprehending in itſelf all the time the donor had or could poſſibly have in that, which is the *ſubject* upon which the grant of ſuch fee operates.

So likewiſe he who has an eſtate in fee-ſimple abſolute, may carve out of it, and convey to his grantee, any intereſt or time leſs than an eſtate in fee-ſimple abſolute. For the ſame power that the law gives him over his whole fee, it likewiſe gives him over every part thereof; and as a fee-ſimple conditional, or a fee-ſimple determinable or qualified, is comprized in a fee ſimple abſolute, becauſe the eſtate which comprehends in it heirs general and abſolute fee, muſt include ſpecial heirs and qualified fee; fee-

(*a*) It ſeems queſtionable likewiſe whether a limitation of land to *A.* and *B.* and to the heirs of their bodies, or to *A.* and *B.* and the heirs males of their bodies, or the like, was not originally ranked under this ſpecies of fee, though now conſidered as a fee-ſimple conditional at common law, and conſequently, if applied to land, a fee-tail under the ſtatute: for it is clear from Bracton, that an eſtate ſo limited was diſtinguiſhed from a fee-ſimple conditional in as much as in the latter caſe, upon the condition performed, the donee had an abſolute eſtate in fee-ſimple, which he might alienate, whereas, in the former caſe, his eſtate was not enlarged by his having heirs of the deſcription mentioned, but he had a determinable fee, which he might aliene for ſo long as he had heirs of his body, and no longer. This eſtate is by Bracton diſtinguiſhed by the term donatio ſtricta et coarctata, in oppoſition to donatio libera et pura. Bracton 17, 18.

(*b*) It appears from Bracton, fol. 17. b. that this power was not in his time an incident neceſſarily belonging to a fee. His language is, item augere poterit donationem et facere alios quaſi hæredibus, licet re vera hæredes non ſunt, ut ſi dicat, in donatione, habendum et tenendum tali et hæredibus ſuis vel cui terram illam dare vel aſſignare voluerit; but it ſeems then to have been an incident to the poſſeſſion of a fee that the owner might aliene it for as long as he had heirs, and thoſe heirs might, by him, be bound to a warranty of it. Ibid.

ſimple

ſimple qualified, and fee-ſimple conditional muſt be leſs than fee-ſimple abſolute, and, conſequently, may be carved out of fee-ſimple abſolute; or to be more explicit, he that can limit a fee-ſimple abſolute, which extends to one and his heirs general, may limit a fee-ſimple conditional to one and his ſpecial heirs, or a fee-ſimple determinable to one and his heirs qualified by a collateral circumſtance, which is to determine it, although there be no want of heirs to ſupport it, or uphold the continuity of intereſt.

For this reaſon fee-ſimple qualified or conditional, does not neceſſarily exhauſt fee-ſimple abſolute; becauſe a man may continue to have general heirs for a longer period than another man may continue to have ſpecial heirs, or beyond the period at which any particular event preſcribed happens. He, then, that out of a fee-ſimple abſolute, carves a fee-ſimple determinable, leaves in himſelf a capacity of ſtill having a time, part of his fee-ſimple abſolute, return to him; but as it may ſo happen that the fee-ſimple determinable may endure as long as fee-ſimple abſolute, the law conſiders the whole eſtate in the land in the grantee of ſuch intereſt, and he may plead that he is ſeiſed of the land in his demeſne as of fee, and therefore allows no reverſion or remainder to be limited expectant thereupon: but, as the intereſt of the grantor was originally a fee-ſimple abſolute; and the intereſt of the grantee is but a fee-ſimple determinable, and as, ſhould the intereſt determinable ceaſe before the abſolute intereſt is exhauſted, a chaſm would be let between the commencement of the poſſibility of reverter in the crown that has the ultimate dominion, and the determination of the eſtate of the tenant in fee-ſimple determinable, which time, by the terms of the original infeudation, was granted to the tenant in fee-ſimple abſolute; he, or his heirs, in right of his original intereſt, may, when the determinable fee fails, enter on the land: for there commences a part of his *intereſt* or *time* not alienated by him, and therefore the eſtate, remaining in him in that intereſt or time, is ſufficient to draw to itſelf the ſubject on which it originally attached, whenever the eſtate taken out of the original eſtate fails; ſo that the ſubject, viz. the land, is not left open to natural occupancy for want of a ſubſiſting intereſt therein. This intereſt of the grantor of fee-ſimple determinable is looked upon, therefore, though in conſideration of law ſo remote as not to be conſidered as an eſtate or veſted intereſt, as a poſſibility, which, on the determination of the baſe or conditional fee, will be realized and become a veſted intereſt; but being, till veſted by ſubſequent events, a mere poſſibility, it is not ſuch a thing as the law recognizes as the ſubject of poſitive alienation, (*a*) no not even though limited to take effect in poſſeſſion on the failure of ſuch determinable fee. (*b*)

Finch Law, 112, 183.

10 Rep. 97. b.

2 Vez. 180.

But

(*a*) But the better opinion ſeems to be, that ſuch a poſſibility may be diſpoſed of by fine operating by way of eſtoppel, which circumſtance ſhews that it cannot paſs as an intereſt; becauſe an inſtrument can never operate by way of eſtoppel unleſs when it cannot operate to convey an intereſt. 6 Rep. 15.

(*b*) It appears that in Bracton's time a remainder might have been

But this obſervation does not apply to a fee-ſimple qualified, ariſing out of an eſtate tail; for that being a ſubordinate and inferior eſtate to a fee-ſimple determinable at common law, a remainder or reverſion veſted may be expectant thereupon.

Co. Lit. 20. a. But eſtates in fee in titles of honour and high offices, have not belonging to them, this incident of being alienable: upon the principle that ſuch things are inherent in the blood of the firſt grantee, and conſequently incapable of alienation.

Another accidental quality belonging to eſtates in fee, is their diviſibility into eſtates leſs than fee. Every owner of an eſtate in fee has a power in him, conſequently as owner thereof, of dividing and ſubdividing it into as many parts as he pleaſes, and of aliening them at his will and pleaſure.

Each of theſe individual parts, ſo aliened, when conſidered with a reference to that part of the fee-ſimple which is left in the grantor, his heirs or aſſigns, is called a particular eſtate; and that part of the fee-ſimple which is left in the grantor or his heirs, with reference to that particular eſtate, is called a reverſion.

Vide Fenwick v. Mitford Moore 284. But if no part of the fee be retained by the grantor or his heirs, but an eſtate in poſſeſſion is given to one for life, &c. and that which would be a reverſion, if left in the grantor, is aliened to another, the latter is then termed, by way of diſtinction, a Remainder.

Co. Litt. 22. b. 142. b. So that a reverſion is the reſidue of a fee, after a particular eſtate carved thereout, left in the donor and not appointed over.

Co. Litt. 49. a. 143 a. 298, 299. A Remainder is the reſidue of a fee, after a particular eſtate carved thereout, appointed over by the donor at the ſame time at which the particular eſtate is created.

38 H. 6. 30. If the fee be divided into three or more parts, and a particular eſtate, leſs than a fee be firſt given to *A.* and then another particular eſtate leſs than a fee be given to *B.* the reſidue of the fee being left in the donor; *A.* is ſaid to have a particular eſtate, *B.* a remainder, and *C.* the reverſion; but both the eſtates of *A.* and of *B.* with relation to the reverſion, are particular eſtates.

fee limited after a ſtrictly conditional fee: his words are theſe, Item fieri poterit donatio viro et uxori, et hæredibus communibus, ſi tales extiterint, vel ſi non extiterint, tunc ejus hæredibus qui alium ſupervixerit. Pract. Lib. 18. a. Again he ſays 18. b. item poterit pluribus fieri donatio per modum ſimul et ſucceſſive; ut ſi quis plures habeat filios, et ſic fecerit primogenito donationem et dicat, Do A. primogenito filio meo tantam terram, &c. habendam et tenendam ſibi et hæredibus ſuis de corpore ſuo procreatis, et ſi tales hæredes non habuerit, vel habuerit et defecerint, tunc terram illam do B. filio meo poſtgenito, et volo quod terra ad ipſum B. revertatur, habendum et tenendum ſibi et hæredibus ſuis quos de corpore ſuo procreatos habuerit, et ſi nullos tales habuerit, vel ſi habuerit et defecerint, tunc volo et concedo pro me et hæredibus meis, quod prædicta terra revertatur ad C. tertium filium meum habendum et tenendum ſibi et hæredibus &c. et ſi prædicti A. B. C. ſine talibus hæredibus de corpore ſuo procreatis diſceſſerint, tunc volo quod prædicta terra revertatur ad me et ad alios hæredes meos. The ground of which ſeems to have been that on ſuch gift, ſo long as there was no heir forthcoming to take under the limitation, the thing given was conſidered only as a freehold for life in the donee, and not as a fee. Ibid. 18. So that the condition was conſidered as precedent, and not ſubſequent, as is its preſent effect.

But

But, all eſtates, carved out of a qualified or baſe fee, will be ſubject to the degrading circumſtance of having their duration bounded by the ſame events, as determine the continuance of the eſtate out of which they are derived, and conſequently are of a baſe nature.

Freeholds not inheritable, or eſtates for life or lives, may be again ſubdivided into eſtates for life or lives of the grantees or perſons ſeized thereof; and eſtates for life or lives of the grantors or of third perſons. Theſe are diſtinguiſhed by the denomination of eſtates *per auter vie*. Finch's Law 115.

Eſtates for the life of the perſon ſeized thereof may be again diſtinguiſhed into thoſe which ariſe by act of law, and which are in truth mere accidents incident to eſtates in fee; and thoſe which are created by the act of the party out of whoſe intereſt they take effect. Of the former kind is the eſtate of tenant in dower, tenant by the curteſy, and tenant in tail after poſſibility of iſſue extinct: of the latter kind, is an eſtate granted by *A.* ſeiſed in fee-ſimple to *B.* for term of his own life or the like. Finch's Law 125.

Of eſtates *pur auter vie* ſome are deſcendible, and others are not deſcendible. An eſtate *pur auter vie* deſcendible is where a man grants real or perſonal things, as land or an annuity, to one and *his heirs* during the life of *J. S* or where tenant for his own life grants his eſtate to one and his heirs. In ſuch caſes the grantee has in him an eſtate of freehold deſcendible, which his heir may take, not by way of limitation of a remainder as a purchaſer, but by way of deſcent as heir, not of a fee, but of a deſcendible freehold; for when a man takes a remainder by ſpecial limitation, after a particular eſtate, he takes from the original grantor, and no act of the grantee of the particular eſtate can affect the intereſt of him to whom the eſtate is limited in remainder. But in the principal caſe, the whole eſtate veſts in the firſt grantee and he may aſſign it to whom he pleaſes; and, conſequently, he who is ſaid to have been intended to take by ſpecial limitation after the death of the grantee of the particular eſtate, may, by the act of ſuch grantee, be prevented from taking at all. 10 Rep. 98.

Eſtates *pur auter vie* not deſcendible are, where one demiſes to another to hold during the life of the granter, or where tenant for life demiſes his eſtate to another without any limitation to his heirs. In ſuch caſe the eſtate or time in the thing demiſed will not, on the death of the leſſee, deſcend to his heirs; for it is not an eſtate of inheritance, but only an eſtate for another man's life, which is not deſcendible to the heir, except he be ſpecially named in the grant, as to him and his heirs, *&c.* and as to the executors of the grantee, they cannot have it, for it is not an eſtate teſtamentary. The eſtate therefore having failed for want of a perſon to uphold its continuity, the thing, which is the ſubject on which it attaches, is, for the remainder of the time limited, and which is unexpired, in its natural ſtate and without a proprietor; for, by the terms of the leaſe there can be no eſtate left in the leſſor, he having parted with all his intereſt during the life of *ceſtui que vie*; nor can it be in the crown, it having parted

he intrudes on another man's property; for to thoſe the parſon has an excluſive right. The patronage therefore can be only conveyed by operation of law, by verbal grant either oral or written, which is a kind of inviſible mental transfer; and being ſo veſted it lies dormant and unnoticed till occaſion calls it forth, when it produces a viſible corporeal fruit, by intitling ſome clerk whom the patron ſhall pleaſe to nominate to enter and receive bodily poſſeſſion of the lands and tenements of the church."

Of a ſimilar nature likewiſe are inheritances in commons, tythes, ways, offices, dignities, franchiſes, corrodies, penſions, annuities, and rents. Inheritances in villains fell alſo under this deſcription. So alſo are the eſtates in things conſidered in the abſtract, and diſtinct from things themſelves.

Secondly, of all hereditaments in perſonal things either in poſſeſſion, or in action, or of a mixed nature. It is clear that our municipal law recognizes inheritances in perſonal things themſelves, and theſe, being by the moſt approved legal writers left out of the inſtances they give of corporeal inheritances, ſeem therefore properly to fall under the diviſion of incorporeal inheritances. Of this deſcription are inheritances in all the trees in a particular manor, in heir looms, tombſtones, monuments, or trophies in a church, which, although the freehold of the church is in the parſon and they are annexed thereto, yet are not his, but deſcend to the heir. So of the inheritance in the jewels of the Crown, which are a kind of heir loom, and in orphan ſtock; which two latter inſtances are not to be conſidered as precedents of a ſole corporation taking chattels in ſucceſſion, *but rather of perſonal chattels deſcending as things of inheritance.*

11 Rep. 49, b.
8 Rep. 147.

The reader will no doubt have perceived that, in deſcribing the nature of real and corporeal hereditaments, the definitions of them given by Sir *William Blackſtone* are rejected and others adopted. The reaſon is, that if his definitions be right, inheritances of the nature laſt mentioned find no place under either of the diviſions made by him of hereditaments. To convince ourſelves of this, it is neceſſary to advert for a moment to his definitions of corporeal and incorporeal hereditaments, and his reaſoning thereupon.

Sir *William Blackſtone* defines corporeal hereditaments to conſiſt wholly of ſubſtantial and permanent objects, all of which may be comprehended under the general denomination of land *only*. He then defines incorporeal hereditaments, and ſtates ſuch an hereditament to be "a right iſſuing out of a thing corporate, whether "real or *perſonal*, or *concerning* or *annexed to* or *exerciſeable* "within the ſame." He ſays "that it is not the thing cor- "porate itſelf, which may conſiſt of lands, houſes, *jewels*, or the "like, but *ſomething* collateral thereto: as a rent iſſuing out of "thoſe lands or houſes, or an office relating to thoſe jewels;" in ſhort, ſays he, "corporeal inheritances are the ſubſtance which "may be always ſeen, always handled; incorporeal hereditaments "are but a ſort of accidents which inhere in and are ſupported "by that ſubſtance, and may belong or not belong to it, with- "out any viſible alteration therein; that their exiſtence is merely

2 Blackſt. Com. 17.

ibid. 20.

ibid.

" merely in idea and abſtracted contemplation, though their " effects and profits may be frequently objects of our bodily " ſenſes, and indeed that if we could fix a clear notion of an in- " corporeal hereditament, we muſt be careful not to confound " together the profits produced, and the thing or hereditament " which produces them." He then gives us the inſtance of an annuity as an incorporeal hereditament; " for, though the mo- " ney, ſays he, which is the fruit or product of the annuity is " doubtleſs of a corporeal nature, yet the annuity itſelf which " produces that money is a thing inviſible, has only mental ex- " iſtence and cannot be delivered over from hand to hand;" and he conſiders " advowſons, tythes, commons, ways, offices, digni- " ties, franchiſes, corrodies or penſions, annuities, and rents, as " falling under this deſcription of property."

2 Blackſt. Com. 20.

2 Blackſt. Com. 21.

Now if we advert to Sir *William Blackſtone's* definition of corporeal hereditaments which he aſſerts to conſiſt wholly of ſubſtantial and permanent objects, all which, as he ſays, " are comprehended under the general denomination of land *only*," and couple it with his definition of an incorporeal hereditament, which he ſtates to be " a right iſſuing out of a thing corporate " (whether real or *perſonal*) or concerning or annexed to, or " exerciſeable within the ſame;" and then collect the examples of each kind as mentioned by him, we ſhall find that inheritances in perſonal things, as in court armour, a tombſtone, jewels, *&c.* are not comprized under either the deſcription of corporeal or incorporeal hereditaments; for corporeal hereditaments are by

2 Blackſt. Com. 17. ibid. 20.

Sir *William Blackſtone* confined to land only: incorporeal hereditaments to a right iſſuing out of a thing corporate, whether real or *perſonal*, or concerning or annexed to, or exerciſeable within the ſame; therefore if a man has preciſely that intereſt in a perſonal thing, namely, in trees within a manor, in jewels, or in a tombſtone, which Sir *William Blackſtone* defines to conſtitute a *corporeal* hereditament in a *real* thing, namely land, it appears clearly that it will fall under neither of theſe definitions; for the terms " iſſuing out of" or " concerning" or " annexed to" or " exerciſeable within" muſt either be taken as equally applicable to real as to perſonal property, and conſequently *that, and that* ONLY which would, as applied to real property, conſtitute a corporeal hereditament, muſt, as applied to perſonal property, conſtitute the like, namely, a corporeal hereditament; or it muſt be taken *reddendo ſingula ſingulis*, and then corporeal hereditaments being confined to real things, and incorporeal inheritance being confined to an inheritance in things collateral to the things corporate, which may conſiſt in lands, houſes, jewels, or the like, " as rents iſſuing out of lands or houſes, or offices relating to jewels," an hereditament if it be not of a thing *collateral* to the jewels, but, be an hereditament in the thing itſelf, as in the *jewels*, is no *incorporeal* inheritance not being an inheritance in a right merely; neither is it a corporeal hereditament, not being an hereditament in lands or tenements themſelves.

Sir *William Blackſtone*, in his application of this part of his doctrine to the inſtances which he has ſtated by way of example,

ſeems

Co. Litt. 19. 20.

ſeems to have fallen into a miſtake by not having ſufficiently conſidered that paſſage in Lord *Coke* which he cites as an authority for his diſtinctions; for, in that paſſage, Lord *Coke* is defining the meaning and extent of the word Tenement, in the ſtatute of *Weſtminſter* the Second, of intails, and, in ſpeaking thereof ſays, "that the "word Tenement includeth *not only* all corporate inheritances "which are or may be holden; but alſo all inheritances iſſuing "out of any of thoſe inheritances, or concerning, or annexed to, "or exerciſeable within the ſame, though they lie not in tenure "as rents, eſtovers, commons, or other profits whatſoever, "granted out of land, or uſes, offices, or dignities, which con-"cern lands or certain places," by which deſcription Lord *Coke* does not intend to lay down the poſition, that corporeal hereditaments conſiſting of lands only that may be holden, and incorporeal hereditaments conſiſting of rents, eſtovers, commons, or profits granted out of land, comprize all hereditaments: this paſſage amounting to no more than, that all corporeal inheritances which *are or may be holden*, as alſo all inheritances iſſuing out of any of thoſe inheritances, or concerning, or annexed to, or exerciſeable within the ſame, though they lie not *in tenure*, may be intailed: meaning thereby *only* to preclude the concluſion, that being held or lying in tenure, in the technical ſenſe of thoſe words as oppoſed to lying in grant, was eſſential to the deſcription of a tenement under this ſtatute.

From theſe obſervations it appears that we muſt either reject this diviſion of hereditaments as explained, however great the authority may be on which it has been originally adopted, as being inadequate and unſound, for it is clear that it does not comprehend all inheritances; or we muſt underſtand the epithets of corporeal or incorporeal as adopted with alluſion to things lying in livery, and being capable of being entered upon, or lying in grant; or, taking it in another light, we muſt view corporiety, in the application of the term to hereditaments, as alluding to a technical viſibility and tangibility, conſiſting in lying in livery and being open to an entry, in contradiſtinction to a phyſical tangibility and viſibility, the former of which is the only viſibility and tangibility that our municipal law recognizes; we may then, without making any ſacrifice of ſenſe, call hereditaments in perſonal things themſelves incorporeal, not phyſically ſo in their own nature, but by concluſion of law and in a technical view.

Conſidering the ſubject in this way, the term *real* may, without impropriety, be applied to ſuch hereditaments; for, though the ſubject in which the hereditaments are, be not real, yet the intereſt or time in the ſubjects are of a quality originally applied to real ſubjects only, which were firſt inveſted with the capacity of being inheritable; from which circumſtance the epithet *real* became united with the intereſt or time, inſtead of being united with the ſubject in which the intereſt is. By this mode of viewing the caſe alone can we reconcile to common ſenſe an expreſſion uſed by the moſt eminent writers upon this ſubject; I allude to the phraſe that ſuch a one may have a real eſtate in a perſonal thing: For if the term *real*, here, be applied to the thing,

thing, it will ſignify a real perſonal, which, as has been ſaid, is an union of ideas in themſelves incompatible; but if we apply the term, *real*, to the eſtate, and not to the thing in which the eſtate is, we ſhall then find the expreſſion perfectly ſenſible, meaning no more than that he has ſuch an eſtate in a perſonal thing as could originally have been applied only to a real thing.

This view of theſe diſtinctions is alſo perfectly conſiſtent with what we have before ſuggeſted, as to the application of the term chattel to real things, to point out their quantity. When perſonal things became inheritable, it was neceſſary to arrange them under the head of real or perſonal, corporeal or incorporeal hereditaments, which were the only diſtinctions then recognized upon theſe ſubjects; they could not be conſidered as real, if that term was applied to the things themſelves, becauſe they did not lie in livery, conſequently, were not in notion of law viſible and tangible. The eſtate in them could not be conſidered as ſtrictly perſonal, becauſe the law originally did not recognize an inheritance in chattels or perſonal things. They were therefore conſidered as partaking of the nature of real things, ſo far as the eſtate in them was of a real nature, and, with reference to that, termed Real; they were conſidered as partaking of the nature of incorporeal things, ſo far as they were not the ſubject of livery, and were, with reference to that, termed incorporeal; they were conſequently in the aggregate termed, real incorporeal hereditaments in perſonal things.

By this mode of conſidering the ſubject, the general definition of an hereditament, as given by Lord *Coke*, *viz.* "that it is the "largeſt and moſt comprehenſive expreſſion, in as much as it "includes not only lands and tenements, but whatſoever may be "inherited, be it corporeal or incorporeal, real, perſonal, or "mixed," not only proves to be accurate and compleat, but we, alſo gain a bold manly principle, a great land-mark to conduct us in the widely extended ſcience of Conveyancing; namely, That all corporeal hereditaments paſs by livery of ſeiſin, by deed or without deed, and conſequently by thoſe modern conveyances which have been ſubſtituted in lieu of thoſe forms; and that all incorporeal hereditaments lie in grant, and paſs by that only, without livery. Co. Litt. 45. a.

Chattel intereſts may alſo be divided into three kinds, *viz.* real, perſonal, or mixed. Each of theſe kinds receive their character from the nature of the thing upon which the chattel quality attaches. All intereſts in moveable or immoveable things, not being freehold intereſts, properly fall under one of theſe denominations; and, as indeterminate duration in point of time is a neceſſary incident to all freehold property, every intereſt that has not that quality is chattel, and therefore every eſtate or intereſt in real or perſonal things, ſo limited as to expire at a time certain, is a chattel: (*a*) as a term for years in lands or tenements, or a perſonal

(*a*) Liberum autem tenementum non poteſt dici alicujus quod quis tenet ad certum numerum annorum, menſium, vel dierum, licet ad terminum

perſonal annuity payable for a term of years. The intereſt of tenant by ſtatute ſtapel, by ſtatute merchant, and by elegit, or the like, alſo fall within this diviſion of property. Alſo that ſpecies of mortgage which is denominated by *Littleton vivum vadium*, which is where land is pledged until a certain ſum be received by the profits thereof: for theſe are charges upon the profits of the lands, and give the owner thereof a right to retain them until the ſum due upon them be raiſed; and though theſe be not, in their inception, limited to expire at a certain period, as leaſes for years are, yet their duration is bounded by the time that will be taken up in receiving a certain fixed ſum, out of a certain annual income or profit.

The fixed duration as to time, rendered intereſts of this nature of leſs importance and value, in contemplation of law, than any freehold, however ſhort it might be in its probable duration: and from hence it is a principle of law, that a chattel intereſt, though to endure for 1000 years, is of leſs eſtimation than a freehold intereſt, though its duration be bounded by the expiration of a ſingle life: and conſequently that a term of 1000 years, moveable or immoveable property, is not a ſufficient time whereon to found a freehold during a ſingle life.

7 Co. 25. Arcana Clericalia. 92.

Freehold and chattel intereſts in moveable or immoveable things are, in *England*, of two kinds; namely, legal and equitable.

The origin of equitable intereſts in things was thus. After the introduction of the feudal ſyſtem it became a rule of law, applicable to real property, that no eſtate therein could be transferred immediately from one perſon to another without the ceremony of an actual livery, and whatever might be the conſideration for the transfer, if that form was neglected, no contract attached upon the lands or tenements; conſequently, if lands or tenements were transferred, and livery made to one, upon confidence that the uſe or the profit thereof ſhould be to another, the common law, which admitted no transfer, unleſs by livery, adjudged the latter limitation as repugnant and void; becauſe no one could, by the rules of the common law, be ſeiſed of lands otherwiſe than as plenary proprietor. Beſide, as the ſtate impoſed the burthen of performing the duties, due in reſpect of tenure, on the oſtenſible owner of the land, it was but reaſonable that he who bore the burthen ſhould receive the benefit.

But when the Court of Chancery aſſumed to itſelf a power of enquiring into, and judging upon, the contracts between man and man, with what deſign they were made, and how far conſcience required that they ſhould be executed, it was then held to be repugnant to natural juſtice, that a man who had lands or other things conveyed to him upon truſt to pay over the profits thereof to another, or to keep the ſame for an original grantor, ſhould deceive him, and retain them to himſelf: for although the legal

terminum centum annorum, quæ excedit vitam hominum. Item liberum non poteſt dici tenementum alicujus quod quis tenet ad voluntatem dominorum precario quod tempeſtive et intempeſtive potuit revocari, ſicut de anno in annum, et de die in diem. Bracton, Lib. 4. fol. 207.

eſtate

eſtate is the land remained in the truſtee, yet the right and equity of the caſe was, that *ceſtui que truſt* ſhould have the benefit of it. Hence, Chancery to remedy ſuch injuſtice, eſtabliſhed a new branch of law, under the denomination of Civil Equity, and aſſumed an authority which mankind ſaw and approved, of inforcing a ſpecific performance of ſuch contract in the manner the confidence required, by compelling the tenant of the legal eſtate in the lands, and all perſons claiming in privity under him, to make and execute eſtates according to the direction of the perſon or perſons for whoſe benefit the truſt was created.

As ſoon as this juriſdiction over the conſcience became ſo far eſtabliſhed, as to give this confidential right to the profits of a legal eſtate, a ſtability, that rendered the right to the profits, in equity, a right, as clear and aſcertainable, as that to the actual poſſeſſion or ſeiſin of the legal eſtate at law; this claim, which was originally only the right to hold the profits of the land *in conſcientia boni viri*, aſſumed the character and name of an Equitable Eſtate, and was diſtinguiſhed by the denomination of an Uſe.

Limitations to uſes were in three manners: Firſt, where a man reſerved the poſſeſſion and parted with the uſe; as when he covenanted to ſtand ſeiſed upon good conſideration, or bargained and ſold land. Secondly, when a man parted with the poſſeſſion, and reſerved the uſe; as where he enfeoffed others without conſideration, or to the uſe of himſelf and his heirs. Thirdly, when he gave the poſſeſſion, and alſo the uſe, to one or ſeveral other perſons. Theſe ſeveral limitations materially differed in their effects; for when the uſe was limited upon covenant, then, one perſon and his heirs only could be truſted with the land; ſo that by his taking wife, acknowledgment of a ſtatute, dying without heir, or committing a forfeiture, the uſe was changed or deſtroyed; but, upon an eſtate executed, a man might have many truſtees together, ſo that the eſtate might ſurvive, and the truſt continue in others after his deceaſe, and the land was not ſubject to his incumbrances. Alſo if a man limited uſes by covenant, he muſt have had an effectual conſideration; whereas upon an eſtate executed he might limit uſes without conſideration. Upon covenant he muſt do it by deed, not ſo, if it were by act executed. Upon covenant he could not reſerve power to make leaſes, jointures, or to prefer younger children; upon an eſtate executed he might.

But the miſchiefs that followed the introduction of this ſpecies of eſtate, from the ſecret manner in which conveyances of this kind were effected, occaſioned the legiſlature to interfere reſpecting them; for they were made uſe of, as Lord *Bacon* forcibly deſcribes, "to deceive men of their juſt and reaſonable "rights; for a man, that had cauſe to ſeek for land knew not "againſt whom to bring his action, or who was the owner of "it; the wife was defrauded of her thirds; the huſband of his "courteſy; the lord of his wardſhip, relief, heriot, and eſcheat; "the creditor of his extent for debt; and the poor tenant of his "releaſe." To remedy theſe evils many ſtatutes were provided, all of which had for their principal object, the bringing *ceſtui que uſe*

uſe forward as the real owner of the eſtate. The ſtat. of 27 *Hen.* 8. *c.* 10. at length carried that idea fully into effect, by declaring "that when any perſon ſhould be ſeiſed of lands to the *uſe*, *confidence*, or *truſt* of any other perſon, or body politic, the perſon or corporation intitled to the uſe in fee ſimple, fee tail, for life or years, or otherwiſe, ſhould from thenceforth ſtand and be ſeiſed of the lands, &c. of and in the like eſtates as they had in the uſe, truſt, or confidence; and that the eſtate of the perſon thus ſeiſed to uſes ſhould be deemed to be in him or them that had the uſe in ſuch quality, manner, form and condition, as they had before in the uſe."

This ſtatute by conveying the poſſeſſion to the uſe, and transferring the uſe into poſſeſſion, executes the uſe as it is termed, and, thereby, makes *ceſtui que uſe* complete owner of the lands and tenements, to all purpoſes, as well at law as in equity; by carrying the poſſeſſion and eſtate in law out of the hands of the truſtee, and ſettling and veſting it in him that has the uſe, for ſuch term and time, and in ſuch manner as he has the uſe.

In the conſtruction of this ſtatute, the Judges ſo expounded it, as to modify uſes limited ſubſequent to it, ſo that they might be governed by the ſame principles, as poſſeſſions were before the ſtatute; they therefore did not conſtrue it ſo as to alter the qualities of the uſe, but ſo as to bring the *poſſeſſion* to the quality of the uſe: they therefore ſtill continued to conſtrue the inſtruments by which uſes were raiſed favourably according to the intent, and not literally or ſtrictly. Uſes therefore were, thereby, in point of *operation*, reduced to a kind of conformity with the rules of the common law; but in point of *expoſition* of *words*, were left to retain ſomewhat of their ancient nature, and were expounded more liberally according to the intent; for with that the ſtat. of *Hen.* 8. did not meddle. And, therefore, if the queſtion be, whether a bargain and ſale upon condition be good to reduce the eſtate but without an entry: or whether if a man make a feoffment in fee to the uſe of *A.* for years, the remainder to the right heirs of *B.* this remainder be good or not; theſe caſes will follow the grounds of the common law in point of operation for poſſeſſion: But in point of expoſition ſuch deeds will be conſtrued upon equitable principles and according to the intent; for if a man have the manor of *Dale* and the manor of *Sale* lying both in *Dale*, and he make a leaſe for life of them both, the remainder of the manor of *Dale* and *all* other his lands in *Vale* to *A.* the remainder of the manor of *Sale* to *B.*; the latter remainder is void, if by legal conveyance, becauſe it comes too late, the general words having carried it before to *A*: But if it be by way of uſe, as if a man make a feoffment in fee of both manors, and limit the uſe of the manor of *Dale* and all other the lands in *Vale* to the uſe of himſelf and his wife for her jointure, and of the manor of *Sale* to himſelf alone; now the wife ſhall have no jointure in the manor of *Sale*.

Bac. Tracts. 240. Caſe of the Manor of Odium.

Conveyances to uſes therefore were, after this ſtatute, no longer conſidered, as raiſing a mere equitable intereſt, in purſuing which the parties, claiming the benefit thereof, were remedileſs,

except

except through the interpoſition of the Court of Chancery; but were deemed conveyances of land, and conſequently cognizable by courts of common law. The conſequence of exerciſing the new juriſdiction aſſumed by courts of law over uſes in this manner was, that, by conſidering the uſe and the land as convertible terms, and that, in conſequence of the ſeiſin of *ceſtui que uſe*, he was become terre tenant liable to dower, curteſy, and eſcheat, they corrected the miſchiefs that had rendered their exiſtence in their former ſtate an unſupportable evil; and by allowing a more liberal conſtruction upon the words in conveyances to uſes, ſo as to give effect to the intent of parties, which could not be done in legal conveyances from the rigorous and ſtrict conſtruction put upon them, they were made ſubſervient to the various purpoſes of family arrangement and the neceſſities of mankind.

Although by the common law no fee ſimple could be limited to commence *in futuro*, or upon the determination of a fee ſimple, yet, after the Statute of Uſes, executory fees, by way of ſubſtitution of uſes, were not only allowed, but became frequent in all conveyances operating by way of tranſmutation of poſſeſſion. The uſes are ſerved out of the ſeiſin of the feoffees, grantees, releaſees, &c. The Statute is adjudged to operate upon the uſe either immediately, or at a future time, according to the intent of the parties to the contract. In all future or executory uſes, there is, the inſtant they come *in eſſe* a ſufficient degree of ſeiſin ſuppoſed to be left in the feoffees, grantees, &c. to unite itſelf to and ſupport thoſe uſes, ſo as that it may be truly ſaid the feoffees or grantees ſtand ſeiſed to thoſe uſes, and then by force of the ſtatute the *ceſtui que uſe* is immediately put into poſſeſſion *in law*. Vid. Mr. Booth's Opin. Sheph. Touchſtone 503, in note.

In this proceſs, if it may be ſo termed, it is of no conſequence *how* or by what means the future uſes come *in eſſe*: Whether by means of ſome natural event provided for, in caſe it happened, in the creation of the uſes, which event may be called the Act of God; or by means of ſome act to be performed by a third perſon, for which proviſion was likewiſe made in the creation of the uſes, which may be called the Act of Man. In both caſes the ſtatute operates in the ſame way; for, the inſtant the future uſe comes *in eſſe* either by the Act of God or by the Act of Man, the ſtatute executes the poſſeſſion to the uſe, and the *ceſtui que uſe* is deemed to have the ſame eſtate in the land as is marked out in the uſe, by the deed that created it. ibid.

But a diſtinction is taken when the uſe ariſes from an event provided for by the deed, and when it ariſes from the act of ſome agent or perſon nominated therein; for, in the former caſe, it is called a future, a contingent, or an executory uſe. In the latter caſe it is called an uſe ariſing from the execution of a *power*. In truth both are future or contingent uſes till the act is done, and then they both become, by the operation of the ſtatute, actual intereſts or eſtates: but, until the act is done, they are in ſuſpence, the one depending on the will of Heaven, whether the event ſhall happen or not, the other on the will of Man. ibid.

So long as the latter continue in a ſtate of ſuſpence, they are called ibid.

called powers: in their creation it is totally immaterial whether they are reſerved to the parties who created the uſes, or to the feoffees, grantees, or releaſees, or to an abſolute ſtranger. Whichever way they originate, their operation is in the ſame manner. But they have different names according as they are reſerved to theſe ſeveral perſons, and their interpretation is governed by different rules as they are of the one kind or the other; ſome are termed powers appendant; ſome are powers in groſs; ſome are powers merely collateral; but ſtill the ſtatute executes the poſſeſſion to the uſe in the ſame manner and by the ſame method of operation.

ibid. All marriage ſettlements furniſh in a greater or leſs degree examples to illuſtrate theſe principles. To conſider a ſettlement formed in the uſual manner; it will be conceived thus: To the uſe of the intended huſband and his heirs until the intended marriage, then, after the marriage to the uſe of the ſaid huſband for life, remainder to the truſtees for his life to preſerve contingent remainders, remainder to the uſe of ſuch huſband's firſt and other ſons in tail, and, for default of ſuch iſſue, to the uſe of all and every the daughters of the huſband, as tenants in common in tail, with remainders over, and with powers for the huſband during his life to make leaſes, and powers for the guardians of the ſon, if an infant, when the eſtate takes effect in poſſeſſion to make leaſes in like manner. Now under ſuch limitations the uſes are continually varying, and all ariſe out of the ſeiſin of the feoffees. *Ex. Gra.* Before the marriage the intended huſband is ſeiſed in fee; upon the marriage his eſtate in fee ceaſes and a new uſe *ſprings* up under which he is tenant for life, with the further uſes in contingency; on the birth of a ſon, that ſon has a veſted uſe in tail in him, and a new uſe in remainder in tail *ſprings* up on the birth of every other ſon. On the birth of a daughter ſhe becomes intitled by way of uſe to a remainder in tail, which remainder in tail ceaſes on the birth of another daughter, and both daughters then become intitled through the medium of an uſe to a tenancy in common in remainder in tail. If the father make leaſes under his power, a uſe veſts in the leſſee for ſuch eſtate as the leaſe gives, and ſuch leſſees *uſe or eſtate* takes place before, and ſettles itſelf over all the uſes. So if a leaſe be made by the guardian of any infant child, though the guardian be a total ſtranger at the time of the original ſettlement, yet the leaſe, being made out of the power, over-reaches all the other uſes, and takes place before them. All this ſhifting and changing is effected merely by the operation of the ſtatute, juſt in the ſame manner as an immediate uſe ariſes by virtue thereof under any of the limitations contained in ſuch a ſettlement.

Shep. Touch. 503, in note.

Theſe uſes, according to the mode of their being, are termed future, ſpringing, contingent, executory uſes, or ſhifting uſes.

Vid. Lloyd, verſ. Carew. Show. Par. Ca. 137, 138.

A ſhifting uſe is where a feoffment is to the uſe of *A.* and his heirs, and if *B.* pay 200*l.* to *I. S.* then to the uſe of *B.* and his heirs; for here on the payment of the money the eſtate of *A.* ceaſes, and the uſe ſhifts to *B.* and his heirs. So if the uſe were

to

to *A.* and his heirs until *B.* ſhould pay him a ſum of money, and then to the uſe of *B.* and his heirs. Of the ſame nature is the limitation to the huſband for life, &c. in the foregoing ſettlement, which, after the marriage, ſhifts into the place of the limitation to the huſband and his heirs which precedes it. In theſe caſes there is a *ſcintilla juris* left in the feoffee to uſes, out of which the latter or future uſe ariſes, whenever the event happens upon which it is to be executed. Again if *A.* levy a fine of the manors of *D* and *S.* and declare the uſe by deed, as to the manor of *D.* to the uſe of *B.* and his heirs; and, as to the manor of *S.* to the uſe of *A.* and his heirs, till *B.* or his heirs are evicted by the wife of *A.* of the ſaid manor of *D.* and, after ſuch eviction, to the uſe of *B.* and his heirs. This is a ſhifting contingent uſe of the manor of *S.* which uſe will veſt in *B.* whenever any eviction happens, and the uſe in *A.* ceaſes. So in ſettlements on younger ſons of peers or of dignified perſons, proviſion may be made, that if ſuch dignity or ſuch a family eſtate deſcend upon them, then the limitation to the uſe of them ſhall ceaſe as if they were dead without iſſue, and the hereditaments go over to the next in remainder.

2 Roll. Abr. 792.

This ſhifting of an uſe likewiſe may be effected by the hand of a ſtranger, by diverting an old uſe and giving birth to and eſtabliſhing a new uſe, as well as by the act of God or of a party. In this way powers of revocation operate in their execution, diveſting, repealing, or determining old uſes, and ſetting up and eſtabliſhing new ones in their ſtead. The execution of theſe alſo is by force of the ſtatute in like manner as the execution of future or contingent uſes; for when a power is executed it becomes a limitation.

Vid. Mr. Booth's Opin. Sheph. Touchſtone, 503, in note.

Springing uſes are, where uſes are ſo limited as to ariſe and *interpoſe* themſelves between others previouſly executed; as in the inſtance of uſes ariſing in conſequence of leaſes made under powers, or the like, which, on their execution, ſpring up and interpoſe themſelves between the eſtates already executed, taking effect by virtue of the Statute of Uſes.

Ibid.

But two caſes, which upon the conſtruction of the Statute of Uſes were conſidered as omitted thereby, reſtored to courts of equity their original aſſumed juriſdiction over real property, and revived the doctrine of truſts in as extenſive a degree as they prevailed before the ſtatute. The one was in caſes where uſes were limited upon uſes. The other where the uſes of terms were limited. In the former caſe courts of law held that where a man *bargained and ſold* land for money, which raiſed an uſe by implication to the bargainee, the limitation of a ſubſequent uſe to another perſon was repugnant and void. In the latter caſe, they held that, as the Statute only mentioned ſuch perſons as were *ſeiſed* to the uſe of others, this could not be meant to extend to terms for years or other chattel intereſts, whereof the termor was not ſeiſed, but only poſſeſſed. Of theſe diſtinctions courts of equity quickly availed themſelves, by determining that, although they were not uſes which the ſtatute would execute, yet ſtill they were equitable intereſts which affected the conſcience as truſts, and ought to be performed.

1 Hale's Pleas of the Crown, 248.

Beſides

Beſides theſe, of late years another ſeries of caſes have likewiſe been conſidered as out of the ſtatute; namely, where lands are given to one and his heirs in truſt to receive and pay over the profits in ſuch manner and to ſuch perſons, as require, that, to effect the intention, the eſtate ſhould remain in the donee, and not execute in the *ceſtui que truſt*. This uſe is not executed by the ſtatute, becauſe the land muſt remain in the truſtee to enable him to perform the truſt.

Jones v. Lord Sav and Sele, 1 Eq. Ca. Abr. 383. vid. 2 Vez. 634.

As, in deciding upon theſe equitable intereſts, the courts of equity avoided thoſe inconveniencies which had formerly attended uſes, by confining ſuch eſtates within the limits the law preſcribed with regard to legal eſtates, and ſubjecting them to all the conſequences of an actual ownerſhip; the reaſon of mankind aſſented to thoſe principles of equity, and the doctrine of Uſes was revived under the denomination of Truſts.

Eſtates or intereſts in things are alienable by the owner thereof by conveyance in two manners: one to take effect in the life of the party aliening; the other by conveyance to take effect after his death. The former includes as well the modes of alienation introduced by the feudal law, as the various inſtruments and acts which the induſtry and ingenuity of men, ſkilled in the law, have deviſed to get rid of the forms adopted in that ſyſtem for the ſake of notoriety. The latter are confined to alienation by will or teſtament, or the like.

Each of theſe ſeveral ſpecies of aſſurances and conveyances, amongſt many others, conſtitute the ſubſtance of the following work.

Note, Such parts of the body of the Work as are introduced by the Editor, are marked [*]

The Practice of Conveyancing.

Acknowledgments.

By Truſtees, that Stocks are transferred to and accepted by them upon Truſts.

By Indorſement.

WE the within named *T. H.* and *H. B.* do hereby acknowledge that the 500*l.* Bank Stock within mentioned, hath been transferred to and accepted by us, upon the truſts within mentioned.

Witneſs *J. B.* *T. H.*
H. W. *H. B.*

Of Writings received.

I HEREBY ACKNOWLEDGE to have had and received this — day of —— of *A. B.* two ſeveral indentures, one of leaſe and the other of releaſe, dated —— and both made between —— purporting a mortgage from the ſaid —— to the ſaid —— of lands in —— for ſecuring —— and intereſt, and alſo a bond for the performance of the covenants contained in the ſaid mortgage. I ſay received, in order to recover the monies due thereon.

By me *C. D.*

Another.

I DO acknowledge that the ſeveral writings mentioned on the other ſide of this paper are left and depoſited in my hands, by and in truſt for *A. B.* and *M. C.* to be kept as I keep my own goods and writings, and to be produced for the uſe of either of the ſaid parties, as their reſpective occaſions ſhall require. Witneſs my hand the —— day of —— in the year of our Lord, *&c.*

Another.

I *A. &c.* do acknowledge to have received on the day of the date hereof, of and from *B. &c.* the ſeveral ſecurities to me as executrix aforeſaid, for monies paid by him by my order and conſent to the ſeveral perſons following to wit, A bond from *C.* for —— *l.* principal money, dated, *&c.* a ſecurity by aſſignment of a Naval bill, *&c.*

Acquittances. Vid. Receipts and Releaſes.

Of Private Bills.

SECT. I.

Of their Nature and Objects.

2 Black. Com. 344.

PRIVATE BILLS are a ſpecies of aſſurance by matter of record not depending on the act or conſent of the parties themſelves: but having the ſanction of a court of record to ſubſtantiate, preſerve, and be a perpetual teſtimony of the transfer of property from one man to another, or of its eſtabliſhment when already transferred.

Private acts of parliament are, eſpecially of late years, become a very common mode of aſſurance in caſes where common proceedings, and the judgments or decrees of ordinary courts of juſtice, will not avail.

As to enable the ſale of lands in ſettlement ineligibly ſituated, and the purchaſe of others, advantageous in point of locality, or in other reſpects.

To enable perſons reſtrained from ſelling, alienating, or diſpoſing of terms for years, to the rents iſſues and profits of which they are intitled during their lives, to accept of terms, advantageous for all parties intereſted, offered by the owners of the fee, and to veſt the ſame in them, diſcharged of ſuch terms, and the truſts thereof.

To enable tenants for life, of eſtates incumbered, to ſell a part thereof, and with the money ariſing from ſuch ſales to diſcharge the incumbrances; it being made evident that the payment of the intereſt is a greater deduction from the income of the owners of the eſtates than any deficiency that would enſue from ſuch alienations.

To authoriſe a ſale of part of eſtates mortgaged to preſerve the remaining part thereof in the family, which would otherwiſe be loſt by foreclosure.

To enable tenants for life to ſell the fee-ſimple, rather than diſpoſe of mortgage terms at a price evidently diſadvantageous.

To eſtabliſh and confirm exchanges of lands, made purſuant to agreement, beneficial to all parties intereſted.

To enable parties, who, by reaſon of limitations, are not qualified to make, join in, and execute ſuch acts, deeds, and aſſurances, as are neceſſary to confirm and eſtabliſh a partition; effectually to accompliſh it, *if it be for the general intereſt of the owners at large.*

To remove and obviate difficulties ariſing from infancy; Firſt, by impowering infants to ſettle their lands purſuant to marriage articles; where giving efficacy to ſuch treaties and the ſettlements to be made thereupon, will be evidently for the benefit of the infants; or,

Secondly, By carrying into execution agreements beneficial and advantageous to families, notwithſtanding the infancy of any of the parties intereſted; in which caſes it is uſual to proceed originally in Chancery, in order to procure the Maſter's certificate, that the propoſed ſcheme is for the infant's benefit.

Thirdly, By authoriſing truſtees to pay money, (bound by ſettlement to be laid out in the purchaſe of lands and ſettled on daughters, (being infants) in tail, remainder to the ſon in fee,) to the huſband

of

a daughter on her marriage, the remainder-man in fee conſenting.

Fourthly, By enabling infants to diſpoſe of their eſtates, where, from the narrowneſs of their circumſtances, they will be left without ſubſiſtence: unleſs by this means money can be raiſed to place them in ſome employ, whereby they may get a livelihood.

Fifthly, By impowering their guardians to renew college leaſes; and, for that purpoſe, to ſurrender them up, and to apply their perſonal eſtates to pay the fines and charges of removal.

Private acts alſo have been interpoſed, to enable a tenant for life, reſtrained by various ſtrictures, to provide for the ſupport and maintenance of his eldeſt ſon, and to erect a houſe ſuitable to his ſtation; ſuch tenant for life ſtipulating to abandon other advantages, equivalent in value, to thoſe who are entitled in remainder.

Alſo to enable tenant for life to raiſe portions, under the truſts of a term, at a *period* prior to that at which they can ſafely be raiſed, under the limitation of a ſettlement.

To ſupply defects, or correct, or explain powers left out by the ſtrictneſs, or omiſſions of family ſettlements.

Firſt, By enabling tenants for life and remainder-men to make jointures; this being viſibly for the benefit of all parties intereſted, becauſe otherwiſe they cannot marry ſuitable to their degree and ſtation. But all parties muſt be deſirous of and allow it.

Secondly, By authoriſing tenant for life to make leaſes where a ſettlement is defective in that reſpect; or to make leaſes of a longer duration than a ſettlement warrants, when there is a viſible proſpect of improving the eſtate thereby, as by mining, incloſing, cultivating, or building; in which caſes the legiſlature have impowered tenants for life to leaſe for 90 years, when the power has not extended beyond 21.

Thirdly, By enabling tenants for life to raiſe money by mortgage, inſtead of executing a power to ſell.

Private acts alſo are paſſed to correct or explain leaſing powers; which may be effected by confining leaſing powers to hereditaments of a particular deſcription.

So they may be paſſed in order to create powers where their exiſtence will be evidently beneficial, and the want of them clearly prejudicial, to all parties intereſted in an eſtate.

As to enable the fall of timber ſtanding on the eſtate of an infant; it being at full growth and likely to decay and decreaſe in value. But the produce thereof muſt be applied to ſome beneficial purpoſe, as to defray incumbrances thereon, *&c.*—Or, to enable the temporary application of monies, *otherwiſe appropriated*, to the renewal of a leaſe, where the fine is from time to time increaſing, and the benefit derived therefrom, and all improvements thereof will be otherwiſe loſt. But the eſtate renewed muſt be *ultimately* charged with the ſums paid.

To alter marriage articles, in carrying them into execution, by introducing proviſions, variations, and reſtrictions, which cannot be prejudicial to, and may be for the advantage of the children and iſſue of the marriage: or by enabling truſtees to leave the whole or part of the fortune of femes covert, employed in trade and directed by ſettlement to be called in and inveſted in the funds, in trade for a reaſonable time, it being made evident that it will be moſt advantageous for all parties that this ſcheme ſhould be followed.

To rectify deeds, writings, recoveries, and aſſurances had, made, done, and executed upon full adequate and valuable conſideration, and make the ſame effectual between the parties where the ſame have been inartificially conducted; where the recoveree is at the time competent to bind the eſtate, and the whole or part of it has been afterwards ſettled on marriage, or the like.

To relieve againſt hard and oppreſſive terms, into which the owner of an eſtate has been improvidently drawn; as by enabling a tenant in tail (who being very young, has ſettled his eſtates in a manner greatly to his diſadvantage, and upon a conſideration by no means adequate to the depriving himſelf of the power and privilege of managing his own patrimony, of which he has been a purchaſer, providing for his family, and raiſing money for future exigencies) to charge a ſum of money thereupon, to pay, ſatisfy, and diſcharge his debts, annuities, and incumbrances, ſuch younger children as are of age, and the guardians of thoſe who are not of age, conſenting; or by freeing, diſcharging, acquitting, exempting, and exonerating hereditaments from and againſt all uſes, eſtates, truſts, powers, proviſoes, uſes, and limitations, in a ſettlement; the uſes and truſts of which, except the limitation in favour of the iſſue of tenant for life by a ſubſequent marriage, are ceaſed, and determined.

To enable bodies corporate, as colleges or the like, to alien and diſpoſe, apply and appropriate their reſpective lands and poſſeſſions to particular purpoſes, beneficial to the general object of their inſtitution.

To carry into execution the eſtabliſhment of charitable inſtitutions, originally ſet on foot by patent, by eſtabliſhing the ſame as legal active corporations for that purpoſe.

To enable eccleſiaſtical corporations to exchange their eſtates with lay perſons.

To remove difficulties in the management of eſtates, occaſioned by the incapacity of their owners. As to empower the committees of lunatics to make leaſes of their eſtates during their lunacy.

To enfranchiſe cuſtomary lands and hereditaments directed to be ſettled; it being evidently for the intereſt of all perſons intereſted ſo to do.

To reſtore attainted perſons to their eſtates, or the produce thereof.

To ſeparate huſband and wife, where the former has been guilty of acts of cruelty, and kept the latter under terror: and to ſecure the latter a ſeparate maintenance.

In theſe, or other caſes of the like kind, the tranſcendent power of Parliament is called in to aſſiſt the parties, and, by a particular law enacted for the *very* purpoſe, to unſetter eſtates, to give to tenants reaſonable powers, to aſſure eſtates to purchaſors againſt remote or latent claims of infants or diſabled perſons, by ſettling a proper equivalent in proportion to the intereſt ſo barred; and to remove, as far as is conſiſtent with the municipal regulations of a well governed and civilized people, all obſtacles that ſtand in the way of a full and plenary enjoyment of property according to the intent of the original owners thereof.

2 Black. Com. 345.

This practice was carried to a great length in the year ſucceeding the Reſtoration; by ſetting aſide many conveyances alledged to have been made by conſtraint, or in order to ſcreen the eſtates from being forfeited during the Uſurpation. But acts of this kind are *at preſent* carried

carried on in both Houſes with great deliberation and caution, *particularly in the Houſe of Lords*.

A law thus made, though it binds all parties to the bill, is looked upon rather as a private conveyance, than as the ſolemn act of the legiſlature. It is not therefore allowed to be a *public*, but is conſidered as a mere *private* ſtatute. It is not printed and publiſhed among the other laws of the Seſſion. It hath been relieved againſt when obtained on fraudulent ſuggeſtions. And no judge or jury is bound to take notice of it, unleſs the ſame be ſpecially ſet forth and pleaded to them. It remains however enrolled among the public Records of the nation, to be for ever preſerved as a perpetual teſtimony of the conveyance or aſſurance ſo made and eſtabliſhed. 2 Black. Com. 346.

SECT. II.

Of the Manner of ſoliciting private Bills.

PRIVATE bills generally originate in the Houſe of Lords; becauſe, as they are always referred to the Judges for their approbation, to procure that, is one of the firſt objects of the parties intereſted; as, if that cannot be had they will not paſs the Lords, although approved in the Lower Houſe of Parliament.

Therefore the firſt ſtep taken, reſpecting the paſſing a private act of parliament, is a petition (*a*) to the houſe in which it originates, by the parties intereſted, ſtating the relative ſituation of the parties intereſted, the ſtate of their claims (if the bill is to alter property), the object in view, the foundation of the application, and that it cannot be accompliſhed without the interpoſition of the Legiſlature, and, therefore, praying an act to effectuate what is propoſed according to the intent of the parties. In this petition it ought alſo to be ſhewn that (except the parties who are to be bound in reſpect of the compenſation made them, or for other conſiderations (*b*),) there is not, nor can be, any perſon that has, or can have, any right or title to any compenſation or equivalent. Of the latter deſcription of perſons are ſuch as are intitled to remainders or reverſions, ſubſequent to or lying behind the eſtate of a firſt tenant in tail; all of whom being barrable by a common recovery, are, therefore, conſidered as having rights of too trivial and inconſiderable a nature to be regarded by Parliament.

And, in this reſpect, there ſeems to be an analogy between the procedure in the High Court of Parliament and that of the Court of Chancery; for, when that Court is required on behalf of an incumbrancer, under a charge, to bind the inheritance of an eſtate ſtrictly entailed, with many remainders over, it is ſufficient to bring the firſt remainder-man of the inheritance before the Court, and a decree in that caſe binds all the remainder-men and reverſioners.

The petition thus drawn muſt be ſigned by all parties concerned in the event of the bill, and atteſted by two witneſſes.

Then it may be preſented to the Houſe by a Lord, or it may be laid on the table and taken up and read. After its having been read, an order is then made, referring it to two of the Judges.

(*a*) For the form of a petition Vide *infra*.
(*b*) For the form of a conſent to a bill, Vid. *infra*.

This

This order is conceived in terms of the nature following, ſuiting them to the particular caſe in queſtion:

Die Veneris . . 17 . .

" Upon reading the petition of the Right Honourable *H.* Earl of *S.* and *M.* Counteſs of *S.* his wife, on behalf of themſelves and their infant children; and *J. G.* brother to the ſaid *H.* Earl of *S.* praying leave to bring in a bill for ſale of, &c.—It is ordered by the Lords Spiritual and Temporal in Parliament aſſembled, That the conſideration of the ſaid petition be, and it is hereby referred to the Lord Chief Baron of the Exchequer, and Mr. Baron *A.* who are forthwith to ſummon all parties concerned in the bill, and after hearing them are to report to the Houſe the ſtate of the caſe, with their opinion thereupon under their hands, and whether all parties who may be concerned in the conſequences of the bill have ſigned the petition. And alſo that the Judges having peruſed the bill do ſign the ſame.

(Signed) *A. C.*
Cler. Parliamenti.

This order, with the petition, being delivered out, and the bill (*a*) being drawn, a copy of the petition, this order, and the bill, is left with each of the Judges named in the order.

Then the witneſſes intended to prove the facts ſtated in the bill muſt attend the Houſe of Lords, to be ſworn at the bar of the Houſe. Which being done, a certificate thereof muſt be procured from the clerk, the form of which is as follows:

" I do hereby certify that *A. B.* was this day ſworn by me at the bar of this Houſe, in order to be examined before the Judges to whom the petition of the Right Honourable *H.* Earl of *S.* and others, for a private bill ſtands referred,

Houſe of Lords, *W. W.*
Feb. 178 .

Theſe ſteps being taken, the matter now is ripe for the inquiry of the Judges, who muſt be attended by the witneſſes at one of their chambers, (at a time fixed by them) that they may be by them examined as to the material facts neceſſary to be proved. *Ex Gratia* (if it be a bill for ſale of lands ſettled and ſettling others in lieu thereof) as to the facts, that the petitioner is ſeiſed in fee of the lands propoſed to be ſettled as an equivalent, That the ſame are of as great or greater value than the lands propoſed to be ſold. That it is for the intereſt of all parties that the object propoſed ſhall be carried into execution. That all parties, that are intereſted, or have a ſubſtantial claim, or are concerned in the conſequences of the bill, have ſigned the petition.

If the Judges be ſatisfied of theſe facts, and approve the bill, then a fair copy thereof muſt be prepared for their ſigning, and their report drawn: in which, after ſtating the proceedings and the preamble of the bill, they certify that the facts ſtated have been proved to their ſatisfaction; that they have peruſed and ſigned the bill annexed; conceive it proper for the purpoſes propoſed, and are of opinion, that it may be reaſonable the ſame ſhould be carried into a law, if their Lordſhips ſhall ſo pleaſe.

(*a* For the forms of bills, Vid. *infra.*

The

The ſtile of this report is as follows:

" To the Right Honourable the Lords Spiritual and Temporal in Parliament aſſembled,

" In purſuance of your Lordſhips' order of reference bearing date the of 17 , we have conſidered of the petition therein mentioned, and hereto annexed, and do find,

" That, &c."

Here it ſtates all the facts and allegations in the petition neceſſary to be proved to warrant the interpoſition of the Legiſlature to enact what is required.

And then it concludes thus:

" We have peruſed and ſigned the bill annexed, which we conceive to be proper for the purpoſes aforeſaid.

P.
A."

Then the petition, order of reference, report, and bill, being tacked together, muſt be carried, ſo annexed, to the Houſe of Lords and delivered to the clerk at the table; where ſome Lord, on being applied to for that purpoſe, will take it up and preſent it to the Houſe; or it will be taken up of courſe. This being done, the report of the Judges is read, and then the bill is read the firſt time, and ordered to be read a ſecond time at a future day.

The bill, being thus brought in, muſt then be printed and got ready to be delivered to the Lords by the ſecond reading; regularly, it ſhould be ready before the firſt reading.

But it is neceſſary to obſerve, that, by an order of the Houſe, a private bill cannot be read in the Houſe, until one of the printed copies thereof ſhall have been delivered to every perſon concerned in the ſame bill, before the meeting of the committee upon ſuch bill. And, in caſe of infancy, the copy muſt be delivered to the guardian, or next relation of full age not concerned in intereſt, or in the paſſing of the bill.

On the ſecond reading, the bill is committed generally to all the Lords then preſent.

But by an order of the Houſe, a private bill cannot be carried in leſs time than a fortnight.

But if a bill be committed, and the proceedings thereupon interfere with any ſtanding order of the Houſe, that order is uſually diſpenſed with.

For that purpoſe a caſe muſt be drawn to ſhew the reaſons for the diſpenſation. This caſe muſt be given to a Lord, who muſt move, that the Lords may be ſummoned to take the matter into conſideration; which will be ordered to be done for the next, or ſome ſhort day. Then upon reading the order of the day, the Lord who made the motion is called upon to give his reaſons why the order intruded upon ſhould be diſpenſed with; and if the reaſon for a diſpenſation is approved, it is ordered accordingly.

The bill having been committed, a liſt of the committee is taken by the perſon ſoliciting the bill, and he procures ſuch Lords as he has influence with to attend. Five Lords make a committee. At the committee

mittee there muſt be a printed bill filled up, and alſo bills with blanks therein upon the table for each Lord. The clerk of the committee reads the Judges report, and the bill. At this proceeding the witneſſes alſo muſt be in readineſs to prove the allegations.

Theſe ceremonies being gone through, the bill paſſes the Committee, with the blanks filled up on a ſeparate paper, by way of amendments. The Lord in the chair then reports the bill with the amendments to the Houſe, and thereupon the bill with the amendments is ordered to be engroſſed.

The bill being engroſſed may be read a third time, when it paſſes, and then the blanks are filled up, and the bill is carried down to the Commons by two Maſters in Chancery.

The bill being brought to the Commons, the printed act, as paſſed by the Lords, muſt be taken there; and then a member moves to take the bill off the table to be read the firſt time.

The bill is afterwards read a ſecond time and committed.

Then the chairman of the committee makes his report of the bill at the ſide bar of the Houſe, and delivers the ſame to the clerk of the parliament, who reads it; the Speaker then takes the bill in his hand, holds it up, and puts the queſtion, Whether the bill ſhall paſs? If carried by a majority of voices, it paſſes. It is then returned to the Houſe of Lords, where it lays for the Royal aſſent, which is given in the following manner: his Majeſty comes to the houſe and ſigns the bill, then the clerk of the parliament reads the title of it, and declares the Royal aſſent by ſaying, "*Le Roi* le veut."

But it is obſervable, that, although the rules or orders of the Houſes of Lords or Commons, with reſpect to the ſummoning all perſons concerned in intereſt to appear and conſent, and with reſpect to other matters, be not obſerved or complied with, nor yet diſpenſed with, the act of parliament will not be rendered thereby invalid or defective; for theſe rules are eſtabliſhed for the ſake of method, order, and regularity, during ſuch times as private bills are under deliberation before the reſpective houſes of parliament. They ſerve as regulations to them in the order of their own proceedings, but they are reſpectively liable to be diſpenſed with, and waived, whenever either houſe thinks fit. The inſtant one houſe of parliament has reſolved that a bill ſhall paſs, and ſent it to the other houſe of parliament for its concurrence, all the rules and orders of that houſe from whence it is ſent are virtually waived, and can have no further force; becauſe when it is ſent from the one houſe to the other for its concurrence, the latter houſe, under the conſideration of which it falls, never aſks or enquires whether the ruſes and orders of the other houſe have been complied with during its progreſs there. All that the latter houſe, to which it comes, takes care of, is, to regulate the progreſs thereof before itſelf, by its own forms, rules, and orders. Neither is any enquiry made when the bill is brought and tendered to the crown for the Royal aſſent, as to the regularity or irregularity of what has been done by either houſe of parliament whilſt the bill was before them. Nothing more is required than that it ſhould be tranſcribed upon the roll, that it appears there, and that it has paſſed both houſes of parliament. For then nothing remains but for the crown to give it the Royal aſſent, or reject it. When the Royal aſſent is given to it, it then becomes a perfect act of parliament, and of ſuch abſolute

abſolute force and deciſive authority, that no power in the conſtitution (ſave that of another parliament by the united conſent of King, Lords, and Commons) can alter or controul it, or, even ſo much as call it in queſtion: as to all inferior juriſdictions, they are bound to ſubmit to it, provided the record is right; they may expound, or explain it, keeping to the intention of the makers; but they cannot queſtion or impeach what the legiſlature has thought proper to enact as law. If there be any grievance or irregularity, that muſt and can only be remedied or rectified by another act of parliament to repeal or amend it.

An act of parliament, thus paſſed, removes the neceſſity of ſuffering a recovery to an eſtate tail and bar remainders; the interpoſition of the legiſlature rendering that form unneceſſary; the tenant in tail's appearance before the High Court of Parliament, and his deſire and petition to have his eſtate tail, and the remainders thereupon, barred, is as ſolemn a tranſaction, as his appearing before one of the courts of juſtice in *Weſtminſter-Hall*, and going through the forms of a fictitious recovery. The arm of the moſt puiſſant power in the ſtate being ſtrong enough to effect immediately, whatever a ſubordinate juriſdiction can, by a compliance with forms eſtabliſhed, accompliſh; or, by diſpenſing with thoſe forms, reach to any extent the latter can compaſs by purſuing them.

SECT. III.

Of a Title under a private Act of Parliament.

IN examining a title under an act of parliament, ſo far as ſuch title depends upon that act, it is only neceſſary, Firſt, to ſearch the rolls of parliament to ſee that ſuch an act is there entered on the record, and that it had the royal aſſent. Secondly, to ſee whether the words that create the title are comprehenſive enough to paſs the eſtate (*a*). Thirdly, to be careful to obſerve all the proviſions and directions contained in the act, ſo as to ſee whether there is any thing made requiſite by the act for the takers, under the uſes thereof, to do, or perform, in order to entitle themſelves to take and enjoy the eſtates intended thereby, and to proceed conformably thereto. And, Fourthly, that the ſaving hath nothing in it to preſerve the rights of thoſe perſons who ought to be bound by the body of the act, or the rights or eſtates of any

(*a*) The moſt proper words to paſs a fee are, "That the manors of *H. J. J. H.* and lands, &c. and all other the manors, lands, &c. late the eſtate and inheritance of *A. B.* ſituate in the counties of *C. D. E. F.* &c. which, by his will, were given, deviſed, or limited, to the uſes, and upon the truſts, &c. thereis mentioned, ſhall, from and after the day of be ſettled upon, and veſted in, *W. W.* and *X. Y.* and the ſame are hereby ſettled upon, and veſted in them, their heirs, and aſſigns, freed, diſcharged, and abſolutely *acquitted, exempted, and exonerated*, of, and from, all the uſes, truſts, &c. deviſed, limited, or declared, in and by the ſaid will of *A. B.* deceaſed." Then ſtate the uſes of the eſtate as veſted in *W. W.* and *X Y.* Or the language may be thus, That from and after the day of 17 , all thoſe manors, lands, &c. ſhall be abſolutely diveſted out of the ſeveral perſons claiming, or to claim, any eſtate or intereſt in poſſeſſion, remainder, or reverſion therein, under the will of *A. B.* and from thenceforth ſhall remain veſted in *W. W.* and *X. Y.* and their heirs, to the uſes therein limited.

others

others who ſhall appear to have any intereſt in the hereditaments conveyed; becauſe any perſon who is within the ſaving (*b*) will not be bound by any of the foregoing clauſes; but on the contrary, all his rights, titles, claims, eſtates, and intereſts, will be preſerved, and kept entire.

It is not incumbent on the purchaſer of eſtates ſold under an act of parliament for diſcharging ſettled eſtates, &c. from the uſes, truſts, &c. to which they are limited, and ſettling others in lieu thereof, to ſee that the vendor makes out a clear title in fee-ſimple to the eſtate ſettled as the equivalent for the eſtate ſold, to the ſatisfaction of the vendee's counſel.

A Petition for leave to bring in a private Bill.

To the Right Honourable the Lords Spiritual and Temporal in Parliament aſſembled.

The petition of the Right Honorable *H.* earl of *S.* and *M.* counteſs of *S.* his wife, on the behalf of themſelves and their infant children, and of *J. G.* brother to the ſaid earl of *S.*

Sheweth,

Recital of an intended marriage.

THAT ſome time about the latter end of the year one thouſand ſeven hundred and thirty-five, a treaty was ſet on foot, for a marriage between your petitioners, *H.* earl of *S.* by the name and deſcription of *H.* lord *G.* eldeſt ſon and heir apparent of the right honorable *H.* then earl of *S.* ſince deceaſed, and the right honorable the lady *M. B.* daughter and only child of the right honorable *G.* earl of *W.* and it appearing on that treaty, that the manors, lands and hereditaments, the eſtates of the ſaid *H.* then earl of *S.* propoſed by him to be ſettled for the benefit of your petitioners, *H.* then lord *G.* now earl of *S.* and the ſaid lady *M. B.* and their iſſue, or ſome part thereof, then ſtood charged, or was or were intended to be charged with the payment of divers large ſums of money for the portions of the ladies *D. C. D. A.* and *J. G.* the five daughters of the ſaid *H.* then earl of *S.* by *D.* counteſs of *S.* his then wife, and of the honorable *J. G.* their younger ſon: It was thereupon agreed that the ſum of ſixteen thouſand pounds, part of the ſum of twenty thouſand pounds, propoſed to be paid by the ſaid *G.* earl of *W.* as the marriage portion of the ſaid lady *M. B.* his daughter, ſhould be applied towards the diſcharge of the ſaid ſeveral portions ſo charged, or intended to be charged on the ſaid eſtates of the ſaid *H.* then earl of *S.* And that a ſufficient part of the ſaid manors, lands and hereditaments, the eſtate of the ſaid *H.* then earl of *S.* ſhould be veſted in, or limited to truſtees for a term of years,

(*b*) The ſaving clauſe is, Saving to the King's Majeſty, his heirs and ſucceſſors, and to all and every other perſon and perſons, other than and except, &c. all ſuch eſtate, right, title intereſt, &c. as they had before the paſſing of this act. Under which words, "other than," which are words of excluſion, muſt be comprehended, all perſons intended to be within the binding coercive part of the act, as to whom it will remain notwithſtanding this clauſe, in full force and effect.

to secure as well the due payment of the remainder of such portions, as a sum of three thousand pounds, which it was agreed the said *H.* then earl of *S.* should have a power to charge on the said premises; for such intents and purposes as to him should seem meet: And that subject thereto as to the said lands and hereditaments to be comprised in that term, and as to all the rest and residue of the said manors, lands, and hereditaments, so being the estates of the said *H.* then earl of *S.* the same should be settled, subject to certain uses and estates, for the lives of the said *H.* then earl of *S.* and the said *D.* countess of *S.* his wife, in part of the said premises, to the use, and for the benefit of your petitioners, the said *H* now earl of *S.* and the said lady *M. B.* now countess of *S.* and their issue, in such manner as hereinafter is mentioned.

That by indenture tripartite, bearing date the sixth day of *May*, in the year of our Lord, one thousand seven hundred and thirty-six, made between the said *H.* late earl of *S.* and *D.* late countess of *S.* his wife, and your said petitioner by his then stile and title of the right honorable *H. G.* esquire, commonly called lord *G.* eldest son and heir apparent of the said earl of *S.* of the first part; the right honorable *G.* earl of *W.* and the right honourable *M.* now countess of *S.* by her then stile and title of the right honorable the lady *M. B.* daughter and only child of the said earl of *W.* of the second part; and *W. W.* of *C.* in the county of *W.* esquire, *G. W.* of *G.* in the county of *B.* esquire, and *J. E.* of *T.* in the county of *C.* esquire, of the third part; reciting as therein is recited; And that the said then earl and countess had issue between them besides the said *H.* now earl of *S.* then stiled *H.* and *G.* five daughters, that is to say, the said ladies *D. C.* the wife of *J. W. V. T.* esquire, *D. A.* and *J.* and one younger son, that is to say, the honorable *J. G.* esquire; *And reciting*, That a marriage was then intended to be had and solemnized between your petitioners, the said *H.* now earl of *S.* and *M.* now countess of *S.* by the consent and approbation of the said then earl and countess of *S.* and that it had been agreed between the said then earl and your petitioner, with the consent and approbation of the said *G.* earl of *W.* and *M.* now countess of *S.* that the sum of sixteen thousand pounds, part of the portion of the said *M.* now countess of *S.* should, immediately after the said marriage, be paid to and among the said daughters of the said then earl and countess of *S.* in manner following, *viz.* the sum of seven thousand two hundred pounds, part thereof, to the said *J. W. V. T.* and the lady *C.* his wife, for the portion provided, or intended to be provided, for the said lady *C.* as therein is expressed, and in full of all and every sum or sums of money which she might otherwise claim, have, or be entitled unto, out of the lands or hereditaments of the said then earl of *S.* and the sum of eight thousand eight hundred pounds, residue of the said sixteen thousand pounds, to be equally divided amongst them the said ladies *D. D. A.* and *J. viz.* the sum of two thousand two hundred pounds to each of them, in part of their portion: And that it was likewise agreed, that there should be raised and secured, by and out of the honor, manors, lands, tenements, and hereditaments, thereby granted and demised, the sum of five thousand pounds to each of the said daughters *D. D. A.* and *J.* to make their several portions equal to the portions of the said lady *C.* and in full satisfaction of all and

Of a settlement thereupon.

every

every portion and portions, and other ſums of money reſpectively provided or intended to be provided for the ſaid daughters, as therein is expreſſed, or otherwiſe howſoever: And alſo the ſum of ten thouſand pounds to the ſaid *J. G.* in full, for his portion, and in ſatisfaction of all portions which he might have or claim, as therein is expreſſed, or otherwiſe howſoever; to be payable, at the times, and in the manner therein and herein after expreſſed. It is witneſſed, that he the ſaid *H.* late earl of *S.* and alſo the ſaid *H.* your petitioner, *H.* now earl of *S.* for the conſiderations in the ſaid indenture tripartite mentioned, did grant and demiſe unto the ſaid *W. W. G. W.* parties thereto, and *J. E.* all thoſe, *&c.* To hold unto the ſaid *W. W. G W.* party thereto, and *J. E.* their executors, adminiſtrators, and aſſigns, from the day of the date thereof, for and during the term of one thouſand years, without impeachment of waſte, upon the truſts, and to and for the intents and purpoſes therein mentioned and declared, that is to ſay, as to the manor of *B.* with the rights, members, and appurtenances thereof, and all lands and hereditaments thereunto belonging, in the ſaid county of *L.* upon truſt, after the ſaid marriage, by and out of the rents, iſſues and profits of the ſaid manor of *B.* and the lands, hereditaments, and premiſes thereto belonging, to levy and raiſe, during the life-time of your ſaid petitioner, and *M.* his wife, now counteſs of *S.* and of the longer-liver of them, the yearly ſum of one hundred and eighteen pounds, clear of all deductions and abatements whatſoever, to be paid to your ſaid petitioner during his life, and after his deceaſe to the ſaid *M.* now counteſs of *S.* in caſe ſhe ſhould ſurvive him, during her life, in augmentation of the jointure intended to be ſettled on her by an indenture quinquepartite or ſettlement therein referred to, and herein-after recited: And to make up and compleat the jointure and proviſion thereby intended to be made for her, two thouſand pounds a year: Alſo upon truſt, out of the rents, iſſues, and profits of the ſaid manor and premiſes ſo to them limited as aforeſaid, to levy, raiſe, and pay, all fines and fees, coſts and expences incident to the obtaining grants for, or admiſſions to, certain copyhold lands and tenements therein particularly mentioned; and to the obtaining and renewing the grants and leaſes of certain leaſehold tenements, held of the dean and chapter of *P.* for ſeveral terms of twenty one years, therein and herein after mentioned and deſcribed: And as to all and ſingular the ſaid honor, *&c.* ſubject to the truſts thereby declared thereof as aforeſaid. Upon further truſt, by mortgage of the ſame premiſes, or by ſuch other ways and means as is therein mentioned, to raiſe and levy any ſum or ſums of money, not exceeding in the whole the ſum of three thouſand pounds, to be paid to ſuch perſon and perſons, and for ſuch uſes, intents, and purpoſes, and at ſuch time or times, and in ſuch manner as the ſaid *H.* then earl of *S.* by any deed or deeds, or by his laſt will and teſtament, to be executed and atteſted in manner therein mentioned ſhould direct or appoint; And alſo to raiſe and levy the ſum of five thouſand pounds apiece, for the portions of each of them, the ſaid ladies *D. D. A.* and *J.* and the ſaid ſum of ten thouſand pounds for the portion of the ſaid *J. G.* to be reſpectively paid at ſuch times, and in ſuch manner as therein is mentioned. In which ſaid indenture tripartite is contained a proviſo, or declaration, whereby it is provided and declared, that the

Inſert parcels,

ſaid

ſaid ſeveral ſums thereby provided for the portions of the ſaid daughters and younger ſon reſpectively, or any of them, were and were thereby intended to be in full of all portions provided for them, and ſhould not be paid to them, or any of them, till he, ſhe, or they, ſhould firſt ſeal and execute a releaſe of all portion and portions, ſum and ſums of money at any time theretofore provided or intended for him, her, or them, by the ſaid then earl of *S.* charged or chargeable upon any of his lands or hereditaments.

That by indentures of leaſe and releaſe, bearing date reſpectively, the ſeventh and eighth days of *May*, in the ſaid year of our Lord one thouſand ſeven hundred and thirty-ſix, the releaſe being an indenture quinquepartite, and made, or mentioned to be made, between the ſaid *H.* then earl of *S.* and *D.* then counteſs of *S.* his wife, and your ſaid petitioner, by ſuch ſtile and title as aforeſaid, of the firſt part; the ſaid *G.* earl of *W.* and *M.* now counteſs of *S.* of the ſecond part; the moſt noble *J.* duke of *C.* ſince deceaſed, and the right honorable *H.* earl of *B.* of the third part; the moſt noble *H.* duke of *K.* and the right honorable *W.* lord *D.* and *W.* both ſince deceaſed, *E. C.* Eſquire at law, and the ſaid *G. W.* of the fourth part; and *R. S.* of *R.* in the county of *D.* gentleman, and *J. S.* of *R.* aforeſaid, gentleman, of the fifth part: Reciting that a marriage was then intended to be ſhortly had and ſolemnized between your ſaid petitioners; which marriage was thereby declared to be with the conſent and approbation of the ſaid then earl and counteſs of *S.* and that it was agreed by and between the ſaid *H.* then earl of *S.* and your petitioner, with the like conſent and approbation, and the ſaid *G.* earl of *W.* and *M.* now counteſs, that the ſaid earl of *W.* ſhould pay, as and for the marriage portion of the ſaid *M.* now counteſs of *S.* the ſum of twenty thouſand pounds, in manner following, *viz.* the ſum of ſixteen thouſand pounds, part thereof, to the ſaid then earl of *S.* and four thouſand pounds, reſidue thereof, to your ſaid petitioner; and that, in conſideration thereof, the ſaid *H.* then earl of *S.* and *H.* now earl of *S.* your ſaid petitioner, ſhould ſettle and aſſure to, or to the uſe of the ſaid *M.* now counteſs of *S.* for her life, for her jointure, in caſe ſhe ſhould happen to ſurvive your ſaid petitioner, *H.* now earl of *S.* the lands, tenements, and hereditaments, freehold, copyhold, and leaſehold, therein mentioned; and the annual ſum of one hundred and eighteen pounds, being computed to be together of the clear yearly value of two thouſand pounds. IT IS WITNESSED, that in conſideration of the ſaid intended marriage, and of the ſaid ſum of twenty thouſand pounds, the marriage portion of the ſaid *M.* now counteſs of *S.* paid by the ſaid *G.* earl of *W.* in the manner therein mentioned: And for other conſiderations in the ſaid indenture of releaſe quinquepartite mentioned and expreſſed, he the ſaid *H.* then earl of *S.* and alſo your petitioner *H.* now earl of *S.* did grant, convey, and aſſure unto the ſaid *J.* duke of *C.* and *H. B.* earl of *B.* all thoſe, *&c.* In truſt, out of all the rents and profits of the ſame premiſes during the joint lives of your petitioners, the ſaid *H.* now earl of *S.* and *M.* now counteſs of *S.* to raiſe the yearly ſum of five hundred pounds for the ſeparate uſe of the ſaid *M.* now counteſs of *S.* payable quarterly, and clear of all deductions. And upon further truſt, that in caſe the ſaid *M.* now counteſs of *S.* ſhould happen to die in the life-time of

Of further ſettlement.

Inſert the parcels.

your

your ſaid petitioner *H.* now earl of *S.* leaving iſſue any child or children by him, and he ſhould marry any other wife, then from and after ſuch ſecond marriage, they the ſaid truſtees, ſhould, by and out of the rents, iſſues, and profits, of the ſame premiſes, in the ſaid county of *D.* raiſe, levy, and pay, during the life of your ſaid petitioner, *H.* now earl of *S.* for the maintenance and education of the eldeſt ſon of your ſaid petitioner *H.* now earl of *S.* by the ſaid *M.* now counteſs of *S.* the reſpective yearly ſums following; that is to ſay, the ſum of two hundred pounds for the maintenance and education of ſuch eldeſt ſon, till he ſhall attain the age of ſixteen years; and from and after he ſhall attain ſuch age of ſixteen years, the ſum of three hundred pounds for his maintenance and education till he ſhall attain the age of twenty-one years; and from and after he ſhall attain the ſaid age of twenty-one years, the ſum of five hundred pounds for his maintenance during his ſaid father's life-time. And alſo to raiſe and pay for the maintenance and education of the daughters and younger ſons of your petitioner the ſaid *H* now earl of *S.* by the ſaid *M.* now counteſs of *S.* his wife; the yearly ſums following; that is to ſay, one hundred pounds for the maintenance and education of each and every younger ſon; and one hundred pounds for each and every daughter, in caſe there ſhall be iſſue male; and in caſe there ſhall be a failure of iſſue male, and but one daughter of ſuch marriage, the yearly ſum of two hundred pounds for the maintenance and education of ſuch only daughter; and if there be two or more daughters, the ſum of one hundred and fifty pounds for each and every ſuch daughters, until they reſpectively attain their ages of twenty-one years, or be married; the ſaid ſeveral ſums to be free from all taxes and deductions, and payable quarterly. And in the ſame indenture is contained a proviſo, That if the rents and profits of the premiſes in the ſaid county of *D.* ſhould not be ſufficient to pay the ſeveral yearly maintenances ſo provided for the children of your ſaid petitioner, *H* now earl of *S.* by the ſaid *M.* now counteſs of *S.* in caſe of ſuch ſecond marriage as aforeſaid, then the maintenance of each of ſuch children ſhall be abated in proportion: And in ſuch caſe, the clear annual income of the premiſes in the ſaid county of *D.* ſhould be paid to ſuch children in proportion to the maintenance provided for them as aforeſaid. And as for and concerning the ſaid manors, lands, and premiſes in the ſaid county of *D.* after the expiration or other ſooner determination of the ſame term of ninety nine years. And alſo as for and concerning all and every the ſaid honor, *&c.* After the ſolemnization of the ſaid marriage to the uſe of your ſaid petitioner, *H.* now earl of *S.* and his aſſigns, for his life, without impeachment of waſte; remainder to the ſaid *H.* duke of *K.* and *W.* lord *D.* and *W.* both ſince deceaſed, and their heirs, during the life of your ſaid petitioner, *H.* now earl of *S.* in truſt to preſerve the contingent remainders: And after the deceaſe of your ſaid petitioner, *H.* now earl of *S.* then as for and concerning all and ſingular the ſaid meſſuages, lands, and hereditaments, in the ſaid county of *D* *N.* and *W.* and every of them, to the uſe of your ſaid petitioner, *M* now counteſs of *S.* and her aſſigns, during her life, for her jointure and in lieu and in bar of dower. And as for and concerning all and ſingular the ſaid honor, *&c.* From and after the determination of the ſeveral uſes and eſtates therein before limited, concerning the ſame reſpectively

reſpectively; and as the ſaid uſes and eſtates ſhall reſpectively determine, to the uſe of the ſaid *H.* duke of *K. J.* duke of *C. H. B.* earl of *B.* and *W.* lord *D.* and *W.* their executors, adminiſtrators, and aſſigns, for a term of three hundred years, to commence from the death of your ſaid petitioner, *H.* now earl of *S.* without impeachment of waſte, upon truſt in caſe there ſhould be iſſue of the ſaid *H.* now earl of *S.* on the body of the ſaid *M.* now counteſs of *S.* begotten, an eldeſt or only ſon, and one or more other child or children, then by the ways and means therein mentioned to raiſe and levy ſuch ſum and ſums of money, for the portion and portions of all and every ſuch younger child and children, to be paid at ſuch days and times, and in ſuch proportions and manner, and with ſuch maintenance, until the ſaid ſeveral portions ſhould become payable as is therein declared and expreſſed; And after the determination of the ſaid term of three hundred years, to the uſe of the firſt and every other ſon of your ſaid petitioner, *H.* now earl of *S.* on the body of the ſaid *M.* now counteſs of *S.* to be begotten ſucceſſively, in tail male; remainder to the uſe of the ſaid *H.* duke of *K. J.* duke of *C. H. B.* earl of *B.* and *W.* lord *D.* and *W.* their executors, adminiſtrators, and aſſigns, for a term of five hundred years, without impeachment of waſte, upon truſt, by the ways and means therein mentioned, to raiſe the ſum of twenty thouſand pounds, for the portion and portions of the daughter and daughters of your ſaid petitioner, *H.* now earl of *S.* by the ſaid *M.* counteſs of *S.* in default of iſſue male, between them; to be paid at ſuch days and times, and with ſuch maintenance, in the mean time, as in the ſame indenture is mentioned, and from and after the determination of the ſaid term of five hundred years, to the uſe of your ſaid petitioner, *H.* now earl of *S.* and the heirs male of his body; with remainder to the uſe of the ſaid *F. G.* the ſecond ſon of the ſaid *H.* late earl of *S.* and the heirs male of his body, with divers remainders over. In which ſaid laſt recited indenture of releaſe quinquepartite is contained, a power to enable your ſaid petitioner *H.* now earl of *S.* in caſe he ſhould ſurvive the ſaid *M.* now counteſs of *S.* by any ſuch deed or deeds as therein is mentioned, to limit or appoint unto, or to the uſe of any woman or women, which he ſhould thereafter marry, for her life, for her jointure, either before or after ſuch marriage, any part or parts of the ſaid manors, lands, and hereditaments, and premiſes therein before granted and releaſed, whereof he ſhould then be in the actual poſſeſſion by virtue of the limitations therein contained, other than and except the premiſes in the ſaid county of *D.* ſo as ſuch jointure ſhould not, in the whole, exceed the rent or yearly value of one thouſand pounds above reprizes; and alſo another power to enable the ſaid *H.* now earl of *S.* by any deed or deeds, or by his laſt will in writing, to charge all or any of the ſaid lands and premiſes, whereof he ſhould then be in the actual poſſeſſion, by virtue of the limitations therein before contained, other than and except the premiſes in the ſaid county of *D.* with the payment of any ſum or ſums of money, not exceeding, in the whole, the ſum of eight thouſand pounds, for the portion or portions of the child or children of ſuch ſubſequent marriage, to be paid and payable in ſuch manner, and at ſuch times, and in ſuch proportions as your petitioner the ſaid *H.* now earl of *S.* ſhould by ſuch deed or deeds, or laſt will, limit or appoint; and by the ſame indenture of releaſe quinquepartite, it was

covenanted

covenanted and agreed, that the cuſtomary or copyhold lands of the ſaid *H.* then earl of *S.* within the pariſhes, townſhips, precincts, or territories of *North C.* and *South C.* and *D.* or ſome of them, or elſewhere, in the ſaid county of *N.* ſhould, within the time therein limited, be duly ſurrendered according to the cuſtom of the ſeveral manors whereof the ſame premiſes were reſpectively held, and to take effect on the ſolemnization of the ſaid then intended marriage, to the uſe of your petitioner, the ſaid *H.* now earl of *S.* and his aſſigns, for his life: Remainder to the ſaid *M.* now counteſs of *S.* and her aſſigns for her life, as an addition to her jointure: Remainder to the firſt and other ſons of the body of your petitioner, the ſaid *H.* now earl of *S.* on the body of the ſaid *M.* now counteſs of *S.* ſucceſſively in tail male: Remainder to the ſaid *H.* then earl of *S.* his heirs and aſſigns for ever. And after reciting, in the ſaid indenture quinquepartite, that the ſaid dean and chapter of the cathedral church of the borough of *P.* in the county of *N.* had, by a leaſe dated the fifteenth day of *July*, one thouſand ſeven hundred and twenty-nine, demiſed to the ſaid *R. S.* and *J. S.* the manor of *C.* in the county of *N.* with the rights, members, and appurtenances thereof; and the capital meſſuage or manor houſe of *C.* aforeſaid, with the appurtenances; and all and ſingular the farms, meſſuages, tenements, and premiſes therein mentioned, in *North C.* and *South C.* alias *C. Northby* and *Southby*, or any or either of them in the ſaid county of *N.* except the advowſons of the pariſh churches of *North C.* and *South C.* aforeſaid, and the rectory or parſonage impropriate of *North C.* aforeſaid, with the appurtenances; and alſo all that farm in *South C.* aforeſaid, called *D. Farm*, with the appurtenances, to hold from the twenty-fourth day of *June*, one thouſand ſeven hundred and twenty-eight, for the term of twenty-one years, under the yearly rent of eighty pounds ſeventeen ſhillings and fourpence halfpenny, payable as therein is mentioned. And that the ſaid dean and chapter, by one other leaſe dated the ſaid fifteenth day of *July*, one thouſand ſeven hundred and twenty-nine, had demiſed to the ſaid *R. S.* and *J. S.* the ſaid farm called *D.* therein deſcribed, with the appurtenances, to hold from the ſaid twenty-fourth day of *June*, one thouſand ſeven hundred and twenty-eight, for the term of twenty-one years, under the yearly rent of thirty-one ſhillings, payable as therein is mentioned: and that the ſaid premiſes compriſed in the ſaid two leaſes, were thereby granted to the ſaid *R. S.* and *J. S.* in truſt for the ſaid *H.* then earl of *S.* his executors, adminiſtrators, and aſſigns: it was thereby covenanted and agreed, that they the ſaid *R. S.* and *J. S.* ſhould ſtand poſſeſſed of the premiſes compriſed in the ſaid leaſes, in truſt from time to time, during the lives of your petitioners the ſaid *H.* now earl of *S.* and the ſaid *M.* now counteſs of *S.* and the life of the ſurvivor of them, to renew the ſaid leaſes, and that the fines payable upon ſuch renewals, and the coſts and charges of ſuch renewals, and of the truſtees ſhould from time to time be paid and defrayed by the ſaid *H.* then earl of *S.* during his lifetime, or raiſed and paid by the ways and means in the ſaid therein and herein before recited indenture tripartite in that behalf mentioned: And alſo in truſt to permit and ſuffer the rents and profits of the ſaid leaſehold premiſes to be received by the ſaid *H.* then earl of *S.* until the ſolemnization of the ſaid then intended marriage, and then by your petitioner the ſaid *H.*

now

earl of S. during ſo long time as he ſhould live, he paying the reſerved rents; and after his deceaſe, by the ſaid *M.* counteſs of *S.* during ſo long time of the ſaid terms granted or to be granted as ſhe ſhould live, ſhe paying the ſaid reſerved rents, as a further addition to her ſaid jointure; and after the deceaſe of the ſurvivor of them the ſaid now earl and counteſs, upon truſt, till the eldeſt ſon or heir male of your petitioner the ſaid *H.* now earl of S. by the ſaid *M.* now counteſs of *S.* ſhould attain the age of twenty-one years, to apply the rents and profits of the ſaid leaſehold premiſes to and for the benefit of ſuch eldeſt ſon or heir male as aforeſaid; and when ſuch eldeſt ſon or heir male ſhould attain the ſaid age of twenty one years, upon truſt, to aſſign ſuch leaſehold premiſes, unto ſuch eldeſt ſon or heir male, his executors, adminiſtrators and aſſigns; and in caſe no ſuch ſon or heir male ſhould attain the ſaid age of twenty-one years, or in caſe there ſhould be no ſuch eldeſt ſon or heir male of the body of your petitioner the ſaid *H.* now earl of *S.* by the ſaid *M.* now counteſs of *S.* then upon truſt to aſſign the ſaid premiſes to your petitioner the ſaid *H.* now earl of *S.* his executors, adminiſtrators and aſſigns.

That the ſaid marriage between your petitioner the ſaid *H.* now earl of S. and *M.* now counteſs of *S.* ſoon afterwards took effect and was ſolemnized, and there is iſſue of the ſaid marriage, three ſons and one daughter now living; that is to ſay, The right honorable *G. H. G.* commonly called lord *G.* the eldeſt ſon and heir apparent of your petitioner the ſaid *H.* now earl of *S.* and *M.* now counteſs of *S.* the honorable *B. G. J. G.* and the right honorable lady *M. G.* and the ſaid *H. B.* earl of *B.* is now become earl of *S.* and *B.* That marriage was had.

That the ſaid *H.* late earl of *S.* by a certain inſtrument or deed of appointment, bearing date the tenth day of *May*, one thouſand ſeven hundred and thirty-ſix, did, in purſuance of the powers veſted in him, in and by the ſaid recited indenture of demiſe, bearing date the ſaid ſixth day of the ſame month of *May*, direct and appoint that the ſaid *W. W. G. W.* and *J. E.* ſhould forthwith raiſe and pay to him, or to his order, the ſaid ſum of three thouſand pounds, which he the ſaid *H.* then earl of *S.* had a power by the laſt recited indenture to direct to be raiſed as aforeſaid. Of a deed made in execution of a power under the ſettlement.

That by another inſtrument in writing of deed and aſſignment, bearing date the tenth day of *June*, in the ſaid year of our Lord one thouſand ſeven hundred and thirty ſix, the ſaid *H.* then earl of *S.* did aſſign the ſaid laſt mentioned ſum of three thouſand pounds to his three daughters the ſaid ladies *D. D.* and *A.* their executors, adminiſtrators and aſſigns, equally to be divided between them, ſhare and ſhare alike, and the ſaid *D.* late counteſs of *S.* died in the month of *Auguſt*, one thouſand ſeven hundred and thirty-eight, and the ſaid *H.* late earl of S. died on or about the fourteenth day of *November*, one thouſand ſeven hundred and thirty-nine; and upon his death your petitioner the ſaid *H.* now earl of *S.* entered into the poſſeſſion of the ſaid eſtates by the ſaid indenture of releaſe quinquepartite, of the eighth day of *May*, one thouſand ſeven hundred and thirty-ſix, limited to him after the death of the ſaid *H.* late earl of *S.* his father as aforeſaid. Of a further deed reſpecting the ſame.

That the ſaid lady *D. G.* did afterwards intermarry with *G. M.* of *L.* in the ſhire of *A.* eſquire, and the ſaid lady *J. G.* did alſo afterwards That daughters, &c. who had portions

charged on the lands ſettled, had called for the ſame.

wards intermarry with *G. D.* of *B.* in the county of *P.* eſquire, and the ſaid *G. M.* and lady *D.* his wife; and *G. D.* and lady *J.* his wife; and alſo the ladies *D.* and *A. G.* having each of them occaſion for the ſaid four ſeveral ſums of five thouſand pounds apiece, provided for their portions in and by the ſaid recited indenture of demiſe tripartite, of the ſixth of *May*, one thouſand ſeven hundred and thirty-ſix; and the ſaid ladies *D.* and *A. G.* and alſo the ſaid *G. M.* and lady *D.* his wife, and *G. D.* and the ſaid lady *J.* his wife, having each of them occaſion for their ſaid ſeveral ſhares of, and in the ſaid ſum of three thouſand pounds appointed to them by the ſaid *H.* late earl of *S.* as aforeſaid, the whole making together the ſum of twenty-three thouſand pounds; and *R. D.* eſquire, and *T. W.* eſquire, who is ſince deceaſed, and *T. S.* merchant, having agreed to advance the ſaid ſum of twenty-three thouſand pounds, on having an aſſignment of the ſaid term of one thouſand years granted in and by the ſaid recited indenture of demiſe tripartite of the ſixth of *May*, one thouſand ſeven hundred and thirty-ſix, thereupon by a certain indenture of aſſignment of ſeven parts bearing date the twelfth day of *December*, one thouſand ſeven hundred and thirty-nine, in conſideration of the ſaid ſum of twenty-three thouſand pounds paid by them the ſaid *T. W.* and *T. S.* to the ſaid ladies *D.* and *A. G.* and to the ſaid *G. M.* and lady *D.* his wife; *G. D.* and lady *J.* his wife, or to truſtees for their uſe, in ſuch proportions as therein is expreſſed; they the ſaid *G. W. W. W.* and *J. E.* did aſſign, transfer, and ſet over unto the ſaid *R. D. T. W.* and *T. S.* the ſaid manors of *G.* and *B.* and all other the premiſes in and by the ſaid recited indenture tripartite of the ſixth of *May*, one thouſand ſeven hundred and thirty-ſix, demiſed as aforeſaid; To hold unto the ſaid *R. D. T. W.* and *T. S.* for the reſidue of the ſaid term of one thouſand years, granted in and by the ſaid laſt mentioned indenture of demiſe, ſubject to redemption by your petitioner the ſaid *H.* now earl of *S.* or ſuch other perſon as ſhould be intitled to the remainder expectant on the determination of the ſaid term of one thouſand years, on payment by them of the ſaid ſum of twenty-three thouſand pounds, with the intereſt thereof, at ſuch times and in ſuch manner as therein is expreſſed; and by another indenture bearing date the ſaid twelfth day of *December*, one thouſand ſeven hundred and thirty-nine, the ſaid ladies *D.* and *A. G.* and alſo the ſaid *G. M.* and lady *D.* his wife, *G. D.* and lady *J.* his wife, did, purſuant to the directions contained in the ſaid recited indenture tripartite of the ſixth of *May*, one thouſand ſeven hundred and thirty-ſix, releaſe your petitioner the ſaid *H.* now earl of *S.* and all his eſtates whatſoever, of and from all and every the portions and fortunes provided for them the ſaid ladies *D. D. A.* and *J.* reſpectively as aforeſaid.

That certain perſons had agreed to lend the money on mortgage of the term raiſed for ſecuring the ſame.

Of indenture of aſſignment of the mortgage term.

Declaration of truſt as to part of the mortgage money advanced.

That by a certain indenture or inſtrument quadrupartite, bearing date the fourteenth day of *Auguſt*, one thouſand ſeven hundred and forty five, the ſaid *R. D.* and *T. S.* the ſaid *T. W.* being then dead, did acknowledge and declare that the ſum of five thouſand pounds, part of the ſaid ſum of twenty-three thouſand pounds mentioned in the ſaid laſt recited indenture of ſeven parts, was advanced by, and was the proper money of the ſaid *G. E.* of *W.* and they the ſaid *R. D.* and *T. S* did thereby declare, that as to the ſaid ſum of five thouſand pounds, with the intereſt thereof, they would ſtand intereſted in the

the ſaid manors, and premiſes aſſigned by the ſaid laſt recited indenture of ſeven parts, in truſt for the ſaid *G. E.* of *W.* his executors, adminiſtrators, and aſſigns; ſo that the ſaid *R. D.* and *T. S.* were then only intereſted in the ſum of eighteen thouſand pounds, reſidue of the ſaid ſum of twenty-three thouſand pounds, ſecured to them by the ſaid laſt mentioned indenture of aſſignment of ſeven parts as aforeſaid.

That the ſaid *J. G.* having occaſion for the ſum of two thouſand five hundred pounds, in part of his ſaid portion or fortune of ten thouſand pounds, did apply to your petitioner, the ſaid *H.* now earl of *S.* for the payment thereof, and the ſaid *G. E* of *W.* having, at the requeſt of your petitioner, the ſaid *H.* now earl of *S.* agreed to advance the ſame thereupon, by a certain deed, poll, or inſtrument, dated the twenty-fifth day of *March*, one thouſand ſeven hundred and forty-ſix, the ſaid *J. G.* in conſideration of the payment made to him, of the ſaid ſum of two thouſand five hundred pounds, did acknowledge the receipt of the ſaid ſum of two thouſand five hundred pounds from your petitioner, the ſaid *H.* now earl of *S.* in which inſtrument, the name of the ſaid *H.* now earl of *S.* was made uſe of, in truſt, for the ſaid *G. E.* of *W.*

That the ſaid ſeveral principal ſums, which ſo ſtand charged on your petitioner, the ſaid *H.* now earl of *S*'s ſaid eſtates, amount to the ſum of thirty-three thouſand pounds, the intereſt whereof, at the rate of four pounds *per centum per annum*, amounts to the full ſum of one thouſand three hundred and twenty pounds, by the year, beſides the charges of remittances and other expences attending the ſame. Amount of the incumbrances and intereſt.

That the ſaid *G.* earl of *W.* having obſerved that the payment of the ſaid intereſt money, was very inconvenient and grievous to your petitioner, the ſaid *H.* now earl of *S.* his ſon-in-law, and that a great part of the ſaid *H.* now earl of *S*'s income, after payment of taxes, repairs, and other uſual out-goings, was conſumed thereby, hath recommended it to your petitioner the ſaid *H.* now earl of *S.* to make ſale of ſuch parts of the ſaid lands and hereditaments as lie moſt remote from the bulk of the ſaid eſtates, and are moſt likely to be ſold to the beſt advantage; and as an effectual motive to induce him thereto, the ſaid *G.* earl of *W.* out of his further concern for and affection to your petitioner the ſaid *H.* now earl of *S.* hath offered and propoſed, that in caſe a ſale can be effected, of ſo much of the ſaid premiſes, as will diſcharge all the ſaid principal ſums ſo ſtanding charged on the ſaid eſtates, other than ſuch ſums as are due to himſelf, he the ſaid *G.* earl of *W.* will releaſe all the ſaid eſtates, of and from the ſaid ſum of two thouſand and five hundred pounds by him advanced for the uſe of the ſaid *J. G.* and remaining due to him the ſaid earl of *W.* as aforeſaid, ſo as to annihilate that demand, and to diſcharge all the ſaid eſtates from the payment thereof, and as to the ſum of five thouſand pounds, being the remaining ſum ſo due to the ſaid *G.* earl of *W.* he the ſaid *G.* earl of *W.* hath offered to accept of a ſecurity for the ſame, upon ſome part of the ſaid eſtates, which is not propoſed to be ſold, whereby only the ſum of twenty-five thouſand and five hundred pounds, will remain to be diſcharged by ſuch ſale as aforeſaid. Cauſes whereon this petition is grounded

That conſidering the great diſproportion there is between the intereſt of the ſaid ſum of twenty-five thouſand five hundred pounds, and the neat yearly produce of ſuch an eſtate, in lands of inheritance,

as if ſold, would raiſe a ſum ſufficient to pay off and diſcharge the principal thereof, your ſaid petitioners, the ſaid *H.* now earl of *S.* and the ſaid *M.* counteſs of *S.* his wife, and the ſaid *J. G.* their brother, are ſatisfied that it would be for the benefit and advantage of all parties intereſted in the ſaid ſettled eſtates, that the ſaid twenty-five thouſand five hundred pounds, ſhould be ſpeedily paid off and diſcharged, but as this cannot be effected otherwiſe than by ſale of part of the ſaid ſettled eſtates, the inheritance thereof being ſettled and intailed as aforeſaid, your petitioners, the ſaid *H.* now earl of *S. M.* counteſs of *S.* his wife, and the ſaid *J. G.* who are all the parties intereſted in the ſaid ſettled eſtates, except the children of your petitioner, the ſaid *H.* now earl of *S.* and the ſaid *M.* counteſs of *S.* who are all infants, and except the perſons claiming eſtates in remainder after, and expectant on failure of iſſue of your petitioners, the ſaid *H.* now earl of *S.* and the ſaid *J. G.* reſpectively, and which eſtates in remainder the ſaid *H.* now earl of *S.* and the ſaid *J. G.* are qualified by law to bar and defeat, are all conſenting and deſirous that the inheritance of a competent part of the ſaid ſettled eſtate, may be ſold and diſpoſed of, for the purpoſes aforementioned, and it is propoſed with the joint-conſent of all the parties aforeſaid, that the manor of *B.* and *A.* alias *A*; and other parts of the ſaid ſettled eſtates in the county of *D.* and alſo the ſaid lands and hereditaments in the counties of *W. L.* and *N.* which lie at a diſtance from the family-ſeat, and the bulk of the eſtate of your petitioner, the ſaid *H.* now earl of *S.* and may be ſold to great advantage, ſhall be diſpoſed of for the purpoſes aforeſaid, and in order to facilitate ſuch ſale, the ſaid *M.* counteſs of *S.* with the advice and approbation of the ſaid *G* earl of *W.* her father, hath conſented and agreed that ſuch part of the premiſes in the county of *D*, as are ſo propoſed to be ſold, ſhall be diſcharged from raiſing and paying the ſaid yearly ſum of five hundred pounds, ſo provided by the ſaid marriage ſettlement for her ſeparate uſe during her coverture, and that the ſaid yearly ſum of five hundred pounds ſhall be charged upon the reſt of the premiſſes in the county of *D.* not intended to be ſold, and upon the premiſſes in the county of *L.* compriſed in the ſaid marriage-ſettlement, and that the maintenance and proviſion ſecured by the ſame marriage-ſettlement for the children of your petitioners the ſaid *H.* now earl of *S.* and the ſaid *M.* counteſs of *S.* to take effect upon the contingency of the ſaid *H.* now earl of *S.*'s marrying a ſecond wife, ſhall be and remain charged on the ſaid *L* eſtate, and all the other eſtates not propoſed to be ſold, and the ſaid *M.* counteſs of *S.* hath agreed to accept of the annuity or yearly ſum of ſix hundred and fifty pounds, to be charged upon the ſaid *L.* for her life, as part of her jointure, in lieu of, and as an equivalent for, ſuch part of the eſtate limited to her in jointure by her ſaid marriage-ſettlement as is propoſed to be ſold, and your petitioner, the ſaid *H.* now earl of *S.* hath alſo conſented and agreed that the powers given and reſerved to him by the ſame ſettlement, for limiting a jointure to any future wife, and for raiſing portions for the children of a ſecond venter ſhall be varied and abridged.

But although the carrying this propoſal into execution, can be no prejudice, but will be a manifeſt advantage to all parties, claiming,

claiming, or to claim under the limitations of the ſaid marriage-ſettlement, yet by reaſon of the infancy of all the children of your petitioners the ſaid *H.* now earl of *S.* and the ſaid *M.* now counteſs of *S.* the ſame cannot be effected without the aid and authority of an act of parliament.

Your petitioners therefore pray that your Lordſhips will be pleaſed to give leave to bring in a bill for veſting in truſtees, their heirs, executors, and adminiſtrators, diſcharged from all eſtates, uſes, truſts, powers, and proviſions, limited, mentioned, declared, and covenanted, of and concerning the ſame, in and by the ſaid herein before mentioned ſettlement, all that the Lordſhip, *&c.* upon truſt that they the ſaid *G.* earl of *W.* and *W. W.* and the ſurvivor of them and the heirs of ſuch ſurviver, ſhall and do with all convenient ſpeed of his and their own proper authority, if your petitioners the ſaid *H.* now earl of *S.* and *M.* counteſs of *S.* ſhall be both dead, but if they or either of them ſhall be living, then by and with the conſent and approbation of them, or the ſurvivor of them, to be ſignified in writing under their hands and ſeals, or the hand and ſeal of the ſurvivor of them, ſell and diſpoſe of the ſaid manors, lands, tenements, hereditaments, and premiſſes ſo in him and them veſted by this act, or ſo much and ſuch part and parts thereof, together or in parcels, as ſhall be requiſite and neceſſary for the purpoſes herein after mentioned unto any perſon or perſons who ſhall be willing to become purchaſer or purchaſers thereof, or of any part thereof, for the moſt money, and beſt price or prices, that they can get for the ſame, and to apply and diſpoſe of the money ariſing by ſuch ſale or ſales in the firſt place; for the paying and diſcharging as well the principal ſum of eighteen thouſand pounds ſo remaining due to the ſaid *R. D.* and *T. S.* by virtue of the ſecurity herein before mentioned to be veſted in them as aforeſaid, as the principal ſum of ſeven thouſand five hundred pounds, remaining due to him the ſaid *J. G.* for or on account of the portion of ten thouſand pounds, ſo received and provided for him as aforeſaid, and all intereſt due and in arrear for the ſame principal ſums reſpectively, and to lay out, apply, and diſpoſe of the reſidue and ſurplus, if any, of the money ariſing by ſuch ſale or ſales, which after payment and diſcharge of the ſaid ſeveral incumbrances and ſums of money, ſhall remain in the hands of the ſaid *G.* earl of *W.* and *W. W.* or of the ſurvivor of them or either of them, or the heirs, executors, or adminiſtrators of ſuch ſurvivor, in the purchaſe of lands, tenements, and hereditaments, ſituate, lying and being in that part of *Great Britain* called *England*, in fee-ſimple in poſſeſſion, and for ſettling the hereditaments and tenements ſo to be purchaſed, to the ſame uſes, upon the ſame truſts, for the ſame intents and purpoſes, and under and ſubject to the ſame powers and proviſoes as are by and in the ſaid herein before mentioned marriage-ſettlement, limited, expreſſed, declared, and contained, or ſuch of them as ſhall be then exiſting, undetermined, or capable of taking effect, or as near thereto as the death of parties, and other contingencies will admit of, except the powers of revoking and appointing new uſes, and of ſelling and exchanging contained in the ſaid ſettlement.

Prayer of the petition.

Parcels.

And your petitioner ſhall ever pray, &c.

Witneſs,
A. A.
B. B.

T.
S.

The Forms of ſuch private Acts of Parliament as relate to Conveyancing.

FIRST, Concerning ſelling Eſtates, cutting and ſelling Timber, &c. for the Payment of Debts, Legacies and Portions, and for the Purchaſing other Eſtates more convenient than thoſe ſold, in Lieu thereof, &c. and for buying in Premiſſes and Incumbrances.

An Act *for the Sale of Part of the Eſtate of* [redacted] H. *Eſq; deceaſed, in* O. *and* R. *in the County of* N. *for the diſcharging ſeveral Incumbrances thereupon, and the Performance of the laſt Will of the ſaid* E. H. *and for the ſettling of other Lands and Tenements in* R. *aforeſaid, in Lieu thereof, to the ſame Uſes.*

Recital of a conveyance of lands to the uſe of *E. H.* his heirs and aſſigns for ever.

WHEREAS by an indenture *quinquepartite* bearing date, *&c.* which was, *&c.* made or mentioned to be made between *E. H.* of *R.* in the county of *N.* eſq; (ſince deceaſed) of the firſt part, *J. H.* gent. (ſince alſo deceaſed) who was then ſon and heir apparent of the ſaid *E. H.* of the ſecond part, *T. W.* of *O.* in the ſaid county of *N.* clerk, and *R. W.* of *A.* in the ſaid county of *N.* clerk, of the third part, *J. C.* of *T.* in the ſame county of *N.* clerk, of the fourth part, *F. A.* of *S.* in the ſaid county of *M.* eſq; *T. M.* of *G.* in the ſaid county of *N.* gent. Sir *A. J.* of *W.* in the ſaid county of *N.* bart. and *R. K.* of *B.* in the ſaid county of *N.* gent. of the fifth part, and by one or more fine or fines, recovery or recoveries that were levied, had, ſuffered and made in purſuance thereof, and for the conſideration in the ſaid indenture mentioned, among other lands and tenements, *all* that meſſuage, *&c.* were granted and conveyed to the uſe of the ſaid *E. H.* his heirs and aſſigns for ever; *And whereas alſo* (among other lands and tenements) *all* that meſſuage, *&c.* were by the ſaid indenture alſo granted and conveyed to the uſe of the ſaid *E. H.* for his life; remainder to the ſaid *F. A.* and *T. M.* and their heirs during the life of the ſaid *E. H.* to preſerve contingent remainders: remainder to *S. H.* wife of the ſaid *E. H.* for her jointure: *And whereas* (among other lands and tenements) *all* thoſe cloſes, *&c.* were thereby alſo granted and conveyed to the ſaid *E. H.* for his life; remainder to the ſaid *F. A.* and *T. M.* and their heirs during the life of the ſaid *E. H.* to preſerve contingent remainders; and the reverſion and remainder of all and ſingular the ſaid lands, tenements, hereditaments, and premiſſes limited to the uſe of the ſaid *E. H.* for his life, and from and after the end and determination of the ſeveral eſtates thereof limited, were thereby limited and ſettled to the uſe of the ſaid *J. H* for his life; remainder to the ſaid *F. A.* and *T. M.* and their heirs during the life of the ſaid *J. H.* to ſupport the contingent remainders; remainder to the firſt and every

Of other lands to the uſe of himſelf for life; remainder to truſtees to preſerve contingent remainders; remainder to his wife for her jointure;

and after ſuch limitations, to *J. H.* for life, *&c.* remainder to his firſt, *&c.* ſons in tail male; remainder to truſtees to raiſe daughters portions; remainders, *&c.*

other

other ſon of the ſaid *J. H.* in tail male ſucceſſively; remainder to the ſaid Sir *A. J.* and *R. K.* for 500 years, in truſt to raiſe portions for the daughters of the ſaid *J. H.* remainder to *E. N. R. H.* and *T.* ſons of the ſaid *E. H.* one after another for their reſpective lives, with remainders to the ſaid *F. A.* and *T. M.* during their reſpective lives of the ſaid *E. N. R. H.* and *T.* to preſerve contingent remainders, with remainders to the firſt and other ſons ſucceſſively in tail male; remainder to *S. H. A. H. B. H. D. H. J. H. M. H.* and *S. H.* daughters of the ſaid *E. H.* the father, as tenants in common, and the heirs of their bodies; remainder to all the daughters of the ſaid *J. H. E. H.* the ſon, *N. R. H.* and *T. H.* in tail ſucceſſively one after another; remainder to *N H.* brother of the ſaid *E. H.* the father, for his life; remainder to the ſaid *F. A.* and *T. M.* and their heirs during his life, to preſerve the contingent remainders; remainder to his firſt and every other ſon in tail male ſucceſſively; remainder to *J. H.* another brother of the ſaid *E. H.* the father, for his life; remainder to the ſame truſtees during his life, and after his death to his firſt and every other ſon in tail male ſucceſſively; remainder to the ſaid *E. H.* the father and his heirs; *And whereas* by a certain proviſo contained in the ſaid Indenture, it is declared and agreed by and between all the parties thereunto, that if the ſaid *J. H.* ſhould not have any iſſue female to his body lawfully begotten, then the eſtate and term of 500 years thereby limited unto the ſaid Sir *A. J.* and *R. K.* as is aforeſaid, ſhould ceaſe, as by the ſaid indenture, fine or fines, recovery or recoveries, may appear: *And whereas* the ſaid *E. H.* the father, duly made and executed his laſt will and teſtament in writing, bearing date, *&c.* and did thereby deviſe unto his ſaid wife *S. H.* and unto *J. B.* of *T.* in the ſaid county of *N.* clerk, *R. W.* of *A.* in the ſaid county of *N.* clerk, and *T. W.* of *O.* in the ſaid county of *N.* clerk, and their heirs, among other lands and tenements, the ſeveral lands and tenements herein before particularly deſcribed and mentioned to have been limited to the uſe of the ſaid *E. H.* the father and his heirs, in truſt for the payment of his debts and legacies in manner therein mentioned; and did thereby give and bequeath among other legacies to his ſaid daughters, *S. A.* and *B. H.* 500*l.* a piece, to be paid as ſoon after his deceaſe as the money could conveniently be raiſed; and to his daughters *J. M.* and *S. H.* 500*l.* a piece, to be paid at their reſpective ages of one and twenty years, or days of marriage with the conſent of his wife, which ſhould firſt happen; and the intereſt and product of all their ſaid portions in the mean time to be applied to their maintenance and education at the diſcretion of the ſaid wife; and conſtituted his wife ſole executrix of his ſaid will, as by the ſaid will may appear: *And whereas E. H.* the father, afterwards, (*viz.*) on or about the, *&c.* departed this life, and at the time of his death was indebted unto ſeveral perſons in ſeveral ſums of money, amounting in the whole to the ſum of 5197*l.* 19*s.* 2*d.* or thereabouts, part of which (*viz.*) 1200*l.* principal money, and the intereſt thereof, was ſecured to the ſeveral perſons to whom the ſame was due by ſeveral mortgages of ſeveral parts of the lands and tenements ſettled in tail as aforeſaid, and the reſidue thereof was either due by mortgage of other parts of the lands and tenements in and by the ſaid indenture *quinquepartite* limited to the ſaid *E. H.* the father and his heirs in fee-ſimple, and in and by his ſaid laſt will deviſed to be

Proviſo in the ſaid conveyance.

E. H.'s will.

Deviſe of ſame lands in truſt for payment of debts and legacies.

Of legacies.

E. H.'s death.

5197*l.* 10*s.* 2*d.* in debt, for which he had mortgaged the ſaid intailed lands, and given other ſecurities.

Part of the lands deviſed ſold purſuant to the will.

be ſold as aforeſaid, or by bond, ſimple contract or otherwiſe: *And whereas* part of the ſaid lands and tenements deviſed to the ſaid *S. H. J. B. R. W.* and *T. W.* as aforeſaid, have by them or ſome of them been ſold purſuant to the will of the ſaid *E. H.* the father; *And whereas* the ſaid *R. W.* and *T. W.* are dead, but the ſaid *S. H.* the mother, and *J. B.* are yet living: *And whereas* all the perſonal eſtate of the ſaid *E. H.* the father, which by the will of the ſaid *E. H.* the father, was ſubjected to the payment of his debts and legacies, and the money ariſing by ſuch ſale, and the rents, iſſues and profits of the ſaid lands and tenements ſold, until ſuch ſale, and of the lands and tenements deviſed to be ſold as aforeſaid and not remaining unſold, have hitherto been juſtly applied for and towards ſatisfaction of the debts and legacies of the ſaid *E. H.* the father, ſo that the debts of the ſaid *E. H.* the father, including the debt of 1200*l.* principal money, with which the ſaid intailed eſtate ſtands charged as aforeſaid, do now amount only to the ſum of 4233*l.* 3*s.* 2*d.* or thereabouts, in which ſum is alſo included all intereſt for the ſaid debts, and all and every ſuch ſum and ſums of money as have been taken up, borrowed and applied by the ſaid *S. H.* the mother, ſince the deceaſe of the ſaid *E. H.* the father, for the diſcharge of any of the debts or legacies of the ſaid *E. H.* the father, or which ſhe hath expended, or now ſtands engaged to pay by reaſon thereof; it being intended that all ſuch ſums of money as by the ſaid *S. H.* the mother ſince the deceaſe of the ſaid *E. H.* the father have been taken up, or borrowed and applied in diſcharge of any of the debts or legacies of the ſaid *E. H.* the father, or which ſhe hath expended, or for which ſhe now ſtands engaged as aforeſaid, ſhall be eſteemed and diſcharged as the debts of the ſaid *E. H.* the father: *And whereas* all the legacies given by the laſt will of the ſaid *E. H.* the father, except only the legacies of 500*l.* to the ſaid *S.* the daughter, *A. H. B. H. J. H. M. H.* and *S. H.* have been paid; *And whereas* the ſaid *J. H.* the eldeſt ſon, and *D. H.* died without iſſue in the life-time of their ſaid father; *And whereas* the ſaid *N. H.* the brother of the ſaid *E. H.* the father, the ſaid *S. H* the daughter, and the ſaid *E. H.* the ſon, ſince the deceaſe of the ſaid *E. H.* the father, have all died without iſſue, and the ſaid *R. H. H.H. A. H. A. M.* and *S. H.* are yet unmarried, and the ſaid *J. H.* hath lately married *S. M.* gent. *And whereas* all the ſaid legacies are become due, but ſuch part of the lands, tenements and hereditaments, by the will of the ſaid *E. H.* the father deviſed to be ſold as aforeſaid, which yet remains unſold, will not when the ſame is ſold raiſe money ſufficient to pay all ſuch of the debts and legacies of the ſaid *E. H.* the father, which yet remain unpaid, ſo that the ſaid intailed eſtate muſt and will remain charged and incumbered with the ſaid debt of 1200*l.* and the intereſt now in arrear and the growing intereſt thereof; and in caſe no proviſion ſhall be made for the diſcharge thereof, and the ſeveral mortgagees ſhall enter thereupon and foreclоſe the equity of redemption thereof, as they have frequently threatened to do, great part of the intailed eſtate will be in danger of being wholly loſt and ſwallowed up: *And whereas* part of the ſaid intailed eſtate lies in *R.* aforeſaid, and other part thereof in *O.* aforeſaid, and the ſaid eſtate of the ſaid *E. H.* the father, deviſed to be ſold, and which yet remains unſold, lies alſo part in *R.* aforeſaid, and other part

Death of two truſtees, two ſurvivors.

Money applied for payment of debts.

Debts now amount to 4233*l.* 3*s.* 2*d.*

All legacies paid, except to the daughters.

Death of the eldeſt ſon and one daughter. Death of brother, &c. daughters unmarried, one married.

Legacies due, lands deviſed to be ſold not ſufficient to pay debts and legacies, ſo that the intailed eſtate ſtands charged.

Where the eſtates lie.

part thereof in *O.* aforesaid, intermixt with and amongst the lands and tenements intailed as aforesaid: *And whereas* it will be very much for the benefit and and advantage of the said entailed estate, if some provision be made for the discharging of the said intailed estate from the said incumbrances with which the said intailed estate now stands charged as aforesaid, and very much for the benefit and advantage of both the said estates, if the same were laid together, which might and would be effected in case the said closes called *R. G.* and the intailed premisses in *O.* aforesaid, herein before particularly mentioned, were discharged of the several uses, limitations and estates as aforesaid, and the same were added to and might be sold with the estate in *O.* devised to be sold as aforesaid, and in lieu thereof other lands and tenements in *R.* aforesaid, herein before particularly mentioned to be limited by the said indenture *quinquepartite*, to the said *E. H.* the father and his heirs, being part of the said estate devised to be sold, were added to the residue of the said intailed estate in *R.* aforesaid, by means whereof the said intailed estate will lie together, and to much greater advantage, and be very much improved, and the estate in *O.* will then also be an intire and very improveable estate, and may and will be sooner sold and to much greater advantage than otherwise it can be, especially if the said *S. H.* the mother shall think fit, for the benefit and advantage of her children and their several interests and estates, to join in the sale of the said intailed estate in *O.* wherein she hath a jointure for her life, and in lieu thereof will accept of an estate for life in the lands and tenements in *R.* intended to be added to the intailed estate there as aforesaid; by which means a full provision may be made for the performance of the will, and payment of the said debts and legacies of the said *E. H.* the father which yet remain unpaid, and the intailed estate will be discharged of the said debt and incumbrance of 1200*l.* with which the same now stands charged as aforesaid, and no way impaired, lessened or diminished; a just allowance be made for the benefit and ease it receives by the discharge of the said incumbrance with which the same now stands charged, and by the addition of the other lands thereto as aforesaid: *And whereas* the said *N. H.* the son, is dead, and the said *R. H. H. H.* and *T. H.* the surviving sons, the said *A. H. B. H. S. M.* and *J* his wife, *M. H.* and *S. H.* and the said *J. H.* the brother of the said *E. H.* the father, are willing and desirous that such provision as aforesaid should be made for the performance of the will, and payment of the said debts and legacies of the said *E. H.* the father, which yet remain unpaid, with interest for the same, and for the discharging the said intailed estate of and from the said incumbrances with which the same now stands charged as aforesaid, which cannot be effected otherwise than by authority of parliament: *Now* at the humble suit of the said *N. H. R. H. H. H. T. H.* the surviving sons, *A. H. B. H. S. M.* and *J.* his wife, *M. H.* and *S. H.* and the said *J. H. Be it enacted*, And it is hereby enacted by the King's most excellent Majesty, by and with the advice and consent of the lords spiritual and temporal and commons in this present parliament assembled, and by the

Advantage of discharging the intailed estate from the incumbrances and joining part of both the estates together to be sold, and in lieu thereof, &c. part of both estates to be settled to the same uses as the intailed estate now is.

Dead.

Enacted, that the reversion expectant on the said estate for life of *S. H.* the mother, of the intailed estate in *O.* and part of the estate in *O.* devised to be sold, shall be vested in trustees, discharged from the uses, &c. except *S. H.*'s estate for life, subject, &c. premisses in *P.* devised to be sold, and now unsold, vested in trustees during *S. H.*'s life, subject, &c. and after her decease to the same uses as in the recited deed.

authority

ſuch part of the lands and tenements as are intended to remain and continue intailed by force of the ſaid indenture *quinquepartite*, and other aſſurances as aforeſaid; but that the ſame lands and tenements, together with the lands and tenements in *R.* by authority of this act added to the intail as aforeſaid, ſhall from henceforth be and remain to the ſeveral uſes as aforeſaid, ſubject to the ſame powers, proviſoes, and authorities, as the ſaid intailed eſtate ſhould and would have been ſubject to if this preſent act had not been made, and ſubject to no other or further power, proviſo or authority whatſoever: *Provided always and it is hereby declared* to be the true intent and meaning of this act, That they the ſaid *H.S.* and *J. H.* the ſurvivors and ſurvivor of them, and his and their executors, adminiſtrators and aſſigns, or any of them, ſhall not be anſwerable for the receipts, diſburſements, acts or deeds of the other of them, or for any more money than ſhall actually come to their reſpective hands by reaſon of the truſt or truſts aforeſaid; or for any loſs or damage that ſhall happen without their wilful default: and alſo that this act, or any thing herein contained, ſhall not be taken, expounded or conſtrued to make void, determine, or in any wiſe to leſſen or prejudice any demiſe, grant or mortgage, or other ſecurity by the ſaid will or otherwiſe whatſoever, which hath been heretofore made by the ſaid *E. H.* the father, *S. H.* the mother, *J. B. R. W.* and *T. W.* or by any of them, or any other perſon, of the ſaid premiſſes or any part thereof, for the ſecuring the payment of any ſum or ſums of money whatſoever; but that all and every ſuch mortgages, grants, and ſecurities that are now in being, ſhall be and are hereby declared and enacted to be in the ſame form, plight, and condition as the ſame were before the making of this act; any thing herein before contained to the contrary thereof in any wiſe notwithſtanding: *Saving always and reſerving* to the King's moſt Excellent Majeſty, his heirs and ſucceſſors, and all and every other perſon or perſons whatſoever, bodies politic and corporate, their heirs, ſucceſſors and aſſigns, other than the ſaid *N. H. R. H. H. H.* and *T. H.* the ſons, and *A. H. B. H. S. M.* and *J.* his wife, *M. H.* and *S. H.* and the ſaid *J. H.* their and every of their iſſue male and female, and their and every of their heirs, and other than the ſaid *S. H.* the mother, and *J. B. F. A.* and *T. M.* all his, her, and their right, title, and intereſt, claim and demand whatſoever, of, in, or to the ſaid premiſſes, or any of them, every or any part or parcel thereof; any thing herein contained to the contrary hereof, in any wiſe notwithſtanding.

Proviſo that the truſtees ſhall not be anſwerable for one another's acts, &c.

Nor for more than comes to their hands, &c.

This act not to prejudice any grant, mortgage, &c. made by *E.H.* &c.

Saving to the King, and all others, except &c. their right, &c.

A Bill for the Sale of Part of the Duke of M.'s *Eſtate, for the Intents and Purpoſes therein mentioned, and for ſettling other Eſtates in Lieu thereof to the ſame Uſes.*

Recital of a ſettlement on the marriage of lord *M.* with the lady *M. C.*

WHEREAS by indenture *quadripartite*, bearing date, &c. and made between the right honourable *R.* earl of *M.* (afterwards duke of *M.*) ſince deceaſed, and the honourable *J. M.* (then commonly called lord *M.* only ſon and heir apparent of the ſaid *R.* earl of *M.*) now duke of *M.* of the firſt part, the moſt noble *J.* duke of *M.* and the right honourable lady *M. C.* (youngeſt daughter of the ſaid duke of *M.*) now ducheſs of *M.* of the ſecond part; the right honourable

able S. lord *G.* then lord high-treaſurer of *England*, ſince deceaſed, the right honourable *S.* earl of *B.* the right honourable *C.* earl of *S.* the right honourable *C.* lord *H.* afterwards earl of *H.* ſince deceaſed, the honourable *F G.* eſq; now earl of *G.* and the honourable *W. M.* eſq; late lord chief baron of the court of exchequer, ſince deceaſed, of the third part, and *A. G.* late of, *&c.* eſq; ſince deceaſed, *E. D.* of, *&c.* gent. and *T. D.* of, *&c.* gent. of the fourth part; *And* by ſeveral common recoveries thereupon had and ſuffered, the manors, &c. therein and herein after mentioned, with their and every of their rights, members, and appurtenances, in the county of *B.* in conſideration of a marriage then intended to be had and ſolemnized between the ſaid lord *M.* and the lady *M. C.* which afterwards took effect, and for other conſiderations therein mentioned, were conveyed or ſettled, or intended to be conveyed or ſettled unto and upon diverſe perſons, and for and upon the truſts, and to and for the uſes, intents and purpoſes therein and herein after-mentioned, (that is to ſay) *All thoſe* the manors, *&c.* in the county of *B.* by whatſoever name, *&c.* of him the ſaid *R.* earl of *M.* or the ſaid *J.* lord *M.* with their and every of their rights, *&c.* (except the capital meſſuage or manſion-houſe called *D*, houſe, with the appurtenances; and alſo thoſe fifty acres of land, ten lying Eaſt, and twenty South from the ſaid capital meſſuage or manſion houſe) which by indenture *tripartite*, bearing date, &c. and made between, &c. were ſettled, or conveyed, or intended, &c. from and after the ſolemnization of the ſaid marriage, to the uſe of the ſaid *J.* lord *M.* for the term of his natural life, without impeachment of waſte; and from and after the deceaſe of the ſaid *J.* lord *M.* then to the uſe of the ſaid earl of *S* and *F. G.* their executors, adminiſtrators, and aſſigns, for the term of four hundred years, ſince determined; and from and after the ſeveral deceaſes of the ſaid *R.* earl of *M.* and *J.* lord *M.* to the uſe of the ſaid earl of *S.* and *F. G.* their executors, &c. for the term of five hundred years, to commence and be computed from the death of the ſurvivor of the ſaid *R.* earl of *M.* and lord *M.* upon truſt to raiſe and pay, or cauſe to be raiſed and paid out of the ſaid premiſſes, and other the manors, lands, and tenements comprized in the ſaid term of five hundred years, unto the ſaid lady *M.* and her aſſigns, in caſe ſhe happened to ſurvive the ſaid *R.* earl of *M.* and the ſaid *J.* lord *M.* the yearly rent or ſum of 3000*l.* of lawful money of *England*, for and during the natural life of the ſaid lady *M.* at the four moſt uſual feaſts, &c. by even and equal portions, free and clear, &c. and ſubject to ſuch farther truſts, proviſoes and agreements, of and concerning the ſaid term of five hundred years, as are mentioned and contained in the ſaid indenture *quadripartite*: And from and after the determination of the ſaid term of five hundred years to the uſe of the ſaid *J.* duke of *M.* and *S.* lord *G.* and their heirs, for and during the natural life of the ſaid *J.* lord *M.* upon truſt to preſerve the contingent remainders thereof, therein and herein after mentioned to be limited, from being defeated and deſtroyed: And from and after the determination of all the precedent uſes declared concerning the ſaid premiſſes, to the uſe of the firſt ſon of the body of the ſaid *J.* lord *M.* on the body of the ſaid lady *M. C.* lawfully to be begotten, and to the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and for default of ſuch iſſue, to the uſe of the ſecond, &c. to the ſaid *J.* lord *M.* on the

Whereby the manors, *&c.* in the county of *B.*

(Except *&c.*) which were ſettled,

To the uſe of the ſaid *M.* for life.

After his deceaſe for the uſe of earl of *S.* and *F. G.* for a term now expired; after deceaſe of *R.* earl of *M.* and *J.* lord *M.* to the uſe of earl of *S.* and *F. G.* for a term, upon truſt to pay, raiſe, and out of the premiſſes compriſed in ſaid term, unto ſaid lady *M. C.* if ſhe ſurvives ſaid earl and lord, an annuity for life; after the term, to truſtees to preſerve contingent remainders: after ſuch uſes, to the firſt ſon of ſaid *J.* lord *M.* &c.

the body of the ſaid lady *M. C.* lawfully to be begotten, ſeverally, ſucceſſively, and in remainder, one after another, as they and every of them ſhould be in ſeniority of age and priority of birth: And of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons iſſuing; and for want of ſuch iſſue, to the uſe and behoof of the firſt, ſecond, third, and all and every other the ſon and ſons of the body of the ſaid *J.* lord *M.* on the body or bodies of his ſaid wife or wives that he ſhould afterwards marry, lawfully to be begotten, ſeverally, ſucceſſively and in remainder, one after the other, in order and courſe, as they ſhould be in priority of birth and ſeniority of age, and of the ſeveral heirs male of the body and bodies of all and every ſuch ſon and ſons iſſuing; and in default of ſuch iſſue in caſe the ſaid *J.* lord *M.* ſhould happen to die before he ſhould attain his age of twenty-one years, leaving no iſſue male of his body lawfully begotten; or in caſe the ſaid *J.* lord *M.* ſhould attain to his ſaid age of twenty-one years, leaving iſſue male of his body lawfully begotten, and ſuch iſſue male ſhould all of them happen to die without iſſue male, before any of them ſhould attain to the age of twenty-one years, then and in either of the ſaid caſes ſo happening, and not otherwiſe, to the uſe of the lady *A. P.* now the wife of major-general *H.* for and during the term of her natural life; and from and after the determination of that eſtate to the uſe of the ſaid *C.* lord *H.* and *W. M.* and their heirs, for and during the natural life of the ſaid lady *A. P.* upon truſt to preſerve the contingent remainders thereof therein after limited from being defeated or deſtroyed; and from and after the deceaſe of the ſaid lady *A. P.* then to the uſe of the firſt, and all other the ſons of the body of the ſaid lady *A. P.* lawfully begotten or to be begotten ſucceſſively in tail male: And for default of ſuch iſſue to the uſe and behoof of all and every the daughter and daughters of the body of the ſaid lady *A. P.* lawfully begotten and to be begotten, and the heirs of the body and bodies of all and every ſuch daughter and daughters lawfully begotten and to be begotten: And from and after the determination of the the aforeſaid uſes and eſtates, to the uſe of ſuch perſons reſpectively, who were or ſhould be intitled to any eſtate or intereſt in the ſaid lands and premiſſes in remainder, after failure of iſſue male of the ſaid *J.* lord *M.* and failure of iſſue of the ſaid lady *A. P.* by virtue of the ſettlement in the ſaid indenture *quadripartite* mentioned, made by the ſaid *R. W.* eſq; by the ſaid indenture *tripartite* dated the 12th of, &c. and for ſuch eſtate and eſtates as they were thereby reſpectively intitled unto: And in caſe the ſaid *J.* lord *M.* or any iſſue male of his body ſhould attain the age of twenty-one years, then after failure of iſſue male of the ſaid *J.* lord *M.* to the uſe of the ſaid *R.* earl of *M.* his heirs and aſſigns for ever. Which ſaid ſeveral limitations to the ſaid lady *A. P.* and her iſſue, and to the perſon or perſons intitled to any eſtate or intereſt in the ſaid premiſſes in remainder, after failure of iſſue male of the ſaid *J.* lord *M.* and failure of iſſue of the ſaid lady *A. P.* by virtue of the ſaid ſettlement of the ſaid *R. W.* dated the 12th of, &c. did never take place or were veſted, for that the ſaid *J.* lord *M.* hath attained the age of one and twenty years: *And whereas* in and by the ſaid recited indenture *quadripartite* the manor and ſcite of the late diſſolved monaſtery of *B.* with its rights, &c. in the county of *S.* and alſo in the city of *L.* and in the pariſh of —— in the county of *M.* were (amongſt other things) ſettled

Premiſſes ſettled to the uſe of *R.* earl of *M.* for life,

ted or conveyed, or intended to be ſettled or conveyed to the uſe of the ſaid *R.* earl of *M.* for and during the term of his natural life; and from and after his deceaſe, then for and concerning ſeveral ſums in *B.* aforeſaid, with the appurtenances, then or then late in the ſeveral tenure, &c. And alſo as for and concerning ſeveral meſſuages or tenements ſituate in the pariſh of —— in the county of *M.* then in the ſeveral tenures, &c. to the uſe of the ſaid earl of *S.* and *C.* lord *H.* their heirs and aſſigns; in truſt and for the intent and purpoſe that they the ſaid earl of *S.* and *C.* lord *H.* and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, ſhould and might, at any time after twelve kalendar months were expired from and after the deceaſe of the ſaid *R.* earl of *M.* by and out of the rents, iſſues and profits of the ſame premiſſes laſt mentioned, or by mortgage or ſale thereof, or of ſuch part or parts thereof, as ſhould be neceſſary or convenient in that behalf, raiſe and levy ſuch ſum and ſums of money as ſhould be ſufficient to pay and ſatisfy 14,000*l.* of lawful money, and all intereſt that ſhould be then due for the ſame, owing and ſecured to be paid to *J. B.* eſq; and *J. G.* or one of them, and charged on the aforeſaid premiſſes in *B.* and elſewhere in the ſaid county of *S.* and alſo to pay and ſatisfy the farther ſum of 5000*l.* of like money, and all intereſt that ſhould be then due for the ſame theretofore ſecured to be paid to *E. R.* and *E. L.* or one of them, and charged on the eſtates in *S.* and *M.* therein mentioned, or on ſome part thereof; and after payment of the ſaid two ſeveral ſums and intereſt, then as to all the premiſſes ſo limited to the ſaid earl of *S.* and the ſaid *C.* lord *H.* and all other the manors, &c. of them the ſaid *R.* earl of *M.* and *J.* lord *M.* in the ſaid county of *S.* city of *L.* and in the pariſh of —— in the ſaid county of *M.* the ſame were by indenture *quadripartite* granted, conveyed or limited unto, upon or to the uſe and behoof of the ſaid *J.* lord *M.* now duke of *M.* for life, with remainder to the ſaid *J.* lord of *M.* and *S.* lord *G.* and their heirs, in truſt to preſerve the contingent uſes and remainders therein after limited; remainder to all and every the ſons of the ſaid *J.* lord *M.* on the body of the ſaid lady *M.* to be begotten, ſucceſſively in tail male; remainder to the ſaid *W. M.* and *D.* for the term of 199 years, for proviſion for the younger ſons and daughters of the ſaid *J* lord *M.* on the body of any other wife to be begotten; remainder to all and every the ſons of the ſaid lord *M.* on the body of any after-taken wife to be begotten in tail male: and for failure of iſſue male of the ſaid *J.* lord *M.* in caſe he ſhould die under the age of 21 years, not having any iſſue male, or having iſſue male and dying under the age of 21 years, and all ſuch iſſue ſhould die without iſſue male before any of them ſhould attain the age of 21 years, then and in either of the ſaid caſes ſo happening, and not otherwiſe ſubject to the aforeſaid term of 199 years, to the uſe of the ſaid lady *M. P.* and the heirs of her body lawfully begotten, or to be begotten; and in caſe the ſaid *J.* lord *M.* or any iſſue male of his body, ſhould attain the age of 21 years, then after failure of iſſue male of the ſaid *J.* lord *M.* ſubject to the ſaid term of 199 years, to the uſe of the ſaid *R.* earl of *M.* and of his heirs and aſſigns for ever, as by the ſaid indenture *quadripartite* and the recoveries thereupon had and ſuffered, relation thereunto being had, amongſt other things more at large may appear. *And whereas* the aforeſaid debts of 14,000*l.* and 5000*l.* do with

after his deceaſe in truſt, to raiſe and pay 14,000*l.* charged thereon, and on, &c. and other monies thereon alſo charged.

Other premiſſes limited to the uſe of ſaid *J.* lord *M* for life; remainder in truſt to preſerve contingent remainders; remainder to the iſſue male of the marriage, &c.

Heavy incumbrances on the estates.

Late duke of *M.*'s will, whereby all his estate is devised to his son the now duke, for life; remainder in trust to preserve contingent remainders, &c.

with interest respectively remain heavy charges and incumbrances the said respective estates, and will eat out the same unless paid off a discharged: *And whereas* all the said manors, &c. as well in the c county of *S.* as in the said counties of *B.* and *B.* (except such should be sold for the purposes aforesaid) as also all other the honou &c. of the said *R.* late duke of *M.* situate, lying and being in th part of the realm of *Great Britain* called *England*, were in and by: t last will and testament of him the said late duke of *M.* bearing date, & devised or intended to be devised to his said son *J.* then comman called marquis of *M.* now duke of *M.* for his life, with remainder *M. A.* of the parish of —— in the county of *M.* gent. and *J. W.* *W.* in the county of *N.* gent. and their heirs, in trust to prese contingent remainders thereby limited, with remainder to all and e the sons of the said *J.* now duke of *M.* successively in tail male; mainder to the daughters of the said *J.* now duke of *M.* and t heirs of their respective bodies issuing; remainder to the said *C.* l *H.* and *J.* lord *S.* and the said *E. D.* and *T. D.* and their heirs, and during the life of his grand-daughter *E.* wife of *E. R. M.* e commonly called lord *H.* but in trust for her the said lady *H.* for h life, in manner as in the said will is limited and expressed, and after h death to her first and other sons successively in tail; and for default such issue, to all and every her daughters and the heirs of their spective bodies issuing; and for want of such issue, to his nephew *H.* esq; for his life, and after his death to *M. H.* (son of the said *H.*) for his life, with remainder to the said *M A.* and *J. W.* and t heirs, during the life of the said *M. H.* in trust to preserve contin remainders, and after his death, to all and every the sons of the said *H* in tail male: and for default of such issue, to the said *C.* lord (afterwards earl of *H.* who is since deceased without leaving issue of body) for the term of his life, with remainder to the said trustees preserve contingent remainders, with remainder to his first and o sons successively in tail male; and for default of such issue, to right honourable *C.* earl of *M.* for his life, with remainder to the *M A.* and the said *J W.* and their heirs during the life of the said earl of *M.* in trust to preserve the contingent remainders therein spectively limited, and after the decease of the said *C.* earl of *M.* to t first and all and every son and sons of the said *C.* earl of *M.* and the spective heirs male of their several bodies issuing; and for want of s issue, to the right heirs of the said *R.* duke of *M.* as by the said relation thereto being had, amongst other things, more at large m appear: *And whereas* the said *J.* duke of *M.* hath lately purchased t fee-simple and inheritance of the manors, &c. of *G. N.* and *L. N.* wit the rights, &c. in the county of *N.* and of that, &c. the purchase which manors, lands, and premisses, cost the said *J.* duke of *M.* th sum of 22,800*l.* and were conveyed unto the said *J.* duke of *M.* and his heirs, in and by certain indentures of lease and release, bearing date on or about the, &c. made or mentioned to be made between &c. and were thereby conveyed unto the said *J.* duke of *M.* and his heirs; the several descriptions of which said manors, &c. so purchased by him the said *J.* duke of *M.* of the said dame *F. B.* do in and by such indentures of lease and release more particularly and at large appear: *And whereas* the last mentioned manors, &c. at the

J. duke of *M.*'s purchase of a manor, &c. for 22,800*l.*

the time of ſuch purchaſe ſo made as aforeſaid, ſtood mortgaged for the ſum of 10,000*l.* which ſaid mortgage is now come to, and veſted in the right honourable the lord *T.* or his truſtees, the equity of redemption whereof is made a ſecurity to *T.* lord *F.* for 3000*l.* and intereſt, and the ſame with other lands of greater value have ſince been charged by the ſaid *J.* duke of *M.* with the payment of 10,000*l.* and intereſt unto *T. S.* eſq; and *G. J.* eſq; *And whereas* the ſaid *J.* duke of *M.* did alſo lately purchaſe the fee-ſimple and inheritance of the third part of the manor of *B.* in the ſaid county of *N.* with the rights, &c. and alſo of, &c. the purchaſe of which ſaid third part of the ſaid manor, &c. laſt mentioned, coſt the ſaid *J.* duke of *M.* the ſum of 1100*l.* and were conveyed unto the ſaid *J.* duke of *M.* and his heirs, in and by certain indentures of leaſe and releaſe, bearing date, &c. made, &c. between, &c. the particular deſcriptions of which ſaid laſt mentioned premiſſes do, in and by the ſaid indentures of leaſe and releaſe, bearing date the, &c. more particularly at large appear: *And whereas* the ſaid *J.* duke of *M.* hath been adviſed and is willing to ſell the ſaid manors herein before mentioned, in the ſaid county of *B.* (except what is herein before limited to her grace the preſent ducheſs of *M.* for her life, and except the ſaid manor of *D.* and all other the meſſuages, lands, tenements and hereditaments of him the ſaid *J.* duke of *M.* in *D.* aforeſaid) and by the monies raiſed by ſuch ſale to ſatisfy and pay unto the ſaid *T.* lord *T. T.* lord *F. T. S. G. J.* and the ſaid *J.* duke of *M.* the ſum of 23,900*l.* in manner following; (that is to ſay) unto the ſaid *T.* lord *T.* the ſum of 10,000*l.* and intereſt, unto the ſaid *T.* lord *F.* the ſum of 3000*l.* and intereſt, unto the ſaid *T. S.* and *G. J.* the ſum of 10,000*l.* and intereſt, and the reſidue of the ſaid ſum of 23,900*l.* unto him the ſaid *J.* duke of *M.* and is deſirous that the reſidue and remainder of the monies ariſing by ſuch ſale may be applied for and towards ſatisfaction of the aforeſaid debts and incumbrances of 14000*l.* and 5000*l.* ſecured by ſeveral mortgages on the ſaid eſtates, in the ſaid counties of *S.* and *M.* reſpectively, and all intereſt due for the ſame debts reſpectively; and if any overplus remain after payment and ſatisfaction of the ſame debts and incumbrances, that the ſame may be applied in the purchaſe of other lands and hereditaments in fee-ſimple, and be ſettled to the ſame uſes as the ſaid premiſſes in the ſaid county of *B.* ſo adviſed or intended to be ſold as aforeſaid, are ſettled, and to ſettle and aſſure the ſaid manors, lands and premiſſes ſo purchaſed by the ſaid *J.* duke of *M.* together with the lands and premiſſes in the ſaid county of *S.* appointed to be ſold as aforeſaid, in lieu of and to the ſame uſes as the ſaid premiſſes in the ſaid county of *B.* ſo adviſed to be ſold as aforeſaid are ſettled: *And whereas* it will be a greater advantage as well to the ſaid *J.* duke of *M.* and his iſſue, as alſo to all the perſons claiming any remainders of the ſaid eſtates as aforeſaid, to conſent to ſuch ſale of the ſaid premiſſes in the ſaid county of *B.* ſo intended to be ſold for the purpoſes aforeſaid, and except of ſuch new ſettlement in lieu thereof, as aforeſaid: *And whereas* the lands, tenements and hereditaments in the county of *K.* herein after-mentioned, late the eſtate of the ſaid *R.* duke of *M.* deceaſed, (that is to ſay) All that the manor of *K.* &c. in the county of *K.* &c. and alſo the lands, &c. in the county of *P.* in *S. W.* herein after-mentioned, late the eſtate of *R.*

Which was mortgaged for 10,000*l.* which is now veſted in lord *T.* and the equity of redemption is ſecured to lord *F.* for 3000*l.* and ſame and other lands is charged with 10,000*l.*

Another purchaſe by *J.* duke of *M.* for 1100*l.* *J.* duke of *M.* willing to ſell premiſſes in county of *B.* to pay lord *T.* and lord *F.* &c. that the reſidue of the money ariſing by the ſale, be applied towards ſatisfaction of the debts ſecured by mortgages of eſtates in the counties of *S.* and *M.* Overplus to purchaſe other lands, to be ſettled to the ſame uſes as the premiſſes in the county of *B.* and other premiſſes to be likewiſe ſo ſettled. Advantage of ſelling premiſſes in ſaid county of *B.*

Eſtate in *K.* deviſed by the late *R.* duke of *M.* to the ſame uſes as the eſtate in *S.* and *B.*

duke of *M.* deceaſed, (that is to ſay) &c. and all other the lands of t
ſaid *R.* late duke of *M.* in the ſaid county of *P.* which were reſpe
tively deviſed or mentioned, &c. by the ſaid laſt will of the ſaid *R.* du
of *M.* to the ſame perſons, and to, for, and upon the ſame uſ
and truſts as the ſaid manors, &c. in the ſaid counties of *S.* and
are herein before mentioned to be deviſed
and by the ſaid will. *And whereas* there are ſeveral debts or incu

Mortgages on other eſtates, which were limited to the ſame perſons, to the ſame uſes as the eſtates in *B.* and *K.*

brances charged by mortgage on ſeveral other eſtates of the ſaid
duke of *M.* by *R.* duke of *M.* his father, and *E.* lord *M.* his gra
father, (*viz.*) on *M.* houſe in the pariſh of *G.* in the county of *M.* t
ſum of 4000*l.* beſides intereſt due to Sir *J. J.* knight, and *J.*
eſq; on divers lands in *B.* in the ſaid county of *N.* late the eſtate
the ſaid *R.* duke of *M.* the ſum of 1200*l.* beſides intereſt due to
L. of —— gent. and on ſeveral lands and tenements lying and be
in the counties of *N.* and *W.* or one of them, the ſum of 1000*l.*
ſides intereſt due to *P. A.* eſq; or his aſſigns; which ſaid ſeve
eſtates ſo in mortgage as aforeſaid, in and by the ſaid laſt will of t
ſaid *R.* duke of *M.* ſtand limited to the ſame perſons, and to and
the ſame uſes and truſts as the ſaid manors, lands, and premiſſes
the ſaid counties of *B.* and *K.* are herein before mentioned to be d
viſed by the ſame will. *And whereas* it will be much for the inter

Advantage of diſcharging ſaid intailed eſtates of incumbrances by ſale of ſome of them.

and advantage of the ſaid *J.* duke of *M.* and his family, as alſo of
and every the perſons to whom the ſaid ſeveral eſtates are limit
in remainder, that the ſaid ſeveral debts charged on the ſaid ſeve
intailed eſtates ſhould be paid off and diſcharged, which cannot any othe
wiſe be done than by the ſale of ſome part of the ſaid intailed eſtate
And whereas the ſaid eſtates and premiſſes lying and being in t
ſaid county of *K.* and in *W.* are moſt convenient to be diſpo
of for the diſcharge of the laſt mentioned debts of 4000*l.* 1200*l.* a

Premiſſes moſt convenient to be ſold.

1000*l.* ſo due as aforeſaid upon mortgage, and to ſupply the deficien
(if any) in diſcharging the ſeveral ſums of money intended to be p
by the ſale of the ſaid *B.* eſtate as aforeſaid: *Wherefore* the ſaid
duke of *M.* doth in behalf of himſelf, and of *M.* ducheſs of *M.* h
wife, and of all the perſons to whom any remainder of the ſaid eſtate
to be ſold is herein before mentioned to be limited as aforeſaid
Humbly beſeech your moſt excellent Majeſty, That it may be enacted
And be it enacted by, &c That all the ſaid manors, in the ſaid coun

Enacted,

ty of *B.* and all other the manors, &c. of him the ſaid *J.* duke o
M. ſituate, &c. in the ſaid counties of *B.* and *C.* except, &c. ſha
from henceforth be veſted and ſettled, and are hereby veſted and ſettled

That the premiſſes in *B.* and *C.* ſhall be veſted in truſtees, who ſhall ſtand ſeiſed thereof in fee-ſimple freed from incumbrances.

in and upon (*Truſtees*) and their heirs, to the uſe of them and their
heirs and aſſigns for ever, freed and diſcharged of and from all the
uſes, truſt, eſtates, limitations, charges and incumbrances limited,
declared, mentioned or contained in the ſaid indenture *quadripartite*,
of the 18*th*, &c. and in the ſaid laſt will and teſtament of the ſaid *R.*
duke of *M* to, for, or on the behalf of any perſon or perſons what-
ſoever: And that the ſaid (*Truſtees*) and the ſurvivors and ſurvivor
of them, and the heirs of ſuch ſurvivor, ſhall from henceforth be ad-
judged and taken to be ſeiſed of the ſaid premiſſes in the ſaid counties
of *B.* and *C.* and of every part and parcel thereof (except as before is
excepted) in fee-ſimple, and that they, and all and every perſon and
perſons, lawfully claiming or to claim all or any of the ſaid manors,

&c.

&c. ſo veſted as aforeſaid, by, from, or under them by virtue of this act ſhall and may have, hold and enjoy the ſame freed and diſcharged of and from all and every the uſes, truſts, limitations, charges and incumbrances mentioned or contained in the ſaid indenture *quaaripartite* of the 18*th*, of, &c. and the ſaid laſt will and teſtament of the ſaid *R.* duke of *M.* in and upon truſt, nevertheleſs that the ſaid (*Truſtees*) and the ſurvivors and ſurvivor of them, and the heirs of ſuch ſurvivor do and ſhall, as ſoon as conveniently they can, ſell all the ſaid manors, &c. in the ſaid counties of *B.* and *C.* hereby veſted in them the ſaid (*Truſtees*) and their heirs as aforeſaid, or any part or parcel thereof, either together or in parcels, as they or the ſurvivors or ſurvivor of them, or the heirs of ſuch ſurvivor, ſhall think fit, and ſhall pay, diſpoſe and apply the money raiſed by ſuch ſale or ſales in manner following, (that is to ſay) unto the ſaid *T.* lord *T.* his executors, &c. the ſum of 10,000*l.* unto the ſaid *T.* lord *F.* his executors, &c. the ſum of 3000*l.* and unto the ſaid *T. S.* and *G. J.* the ſum of 10,000*l.* with intereſt for the ſaid ſeveral ſums reſpectively, and unto him the ſaid *J.* duke of *M.* his executors, &c. ſo much as together with the ſaid ſeveral ſums ſo to be paid unto the ſaid *T.* lord *T. T.* lord *F. T. S.* and *G. J.* ſhall make up and amount unto the ſum of 23,900*l.* being the conſideration-money of the ſeveral purchaſes ſo made by the ſaid *J.* duke of *M.* as aforeſaid, and from and after the payment thereof, ſhall pay and apply all or ſo much of the reſidue of the ſaid money as ſhall ariſe by ſuch ſale or ſales ſo to be made as aforeſaid, for and in diſcharge of the aforeſaid mortgages, debts or ſums of 14,000*l.* and 5000*l.* and all intereſt for the ſame ſums reſpectively as aforeſaid, as ſhall be due for or upon the ſame, and procure aſſignments of ſuch mortgages upon paying off the ſame to be made in truſt to attend the inheritance of the ſaid mortgaged premiſſes, according to the true intent and meaning of this preſent act; and from and after payment and diſcharge of the ſaid mortgage-monies and intereſt thereupon due, ſhall apply and diſpoſe of the reſidue of the monies ariſing by ſuch ſale or ſales (if any overplus) in the purchaſe of freehold lands, tenements, and hereditaments of inheritance in fee-ſimple, free from incumbrances, ſituate, lying and being in the county of *N.* and ſettle and aſſure the ſame, together with ſuch of the reſidue of the ſaid premiſſes in the ſaid county of *B.* hereby enacted to be ſold, as ſhall remain unſold after all the payments made as aforeſaid, unto and upon the ſame perſons, their heirs, &c. reſpectively, or as near to the ſame as the caſe of death or deaths which hath or have hitherto happened, or ſhall hereafter happen, will admit, and to, for and upon the ſame uſes, eſtates, limitations and truſts, and ſubject to ſuch charges, payments, proviſoes, and agreements (as the caſe of death will admit of) as the ſaid premiſſes in the ſaid county of *B.* hereby enacted to be ſold, now are or do ſtand limited and charged in and by the ſaid indenture *quadripartite* of the 18*th* of, &c. and the ſaid laſt will of the ſaid *R.* duke of *M.* deceaſed. *And be it further enacted* by the authority aforeſaid, That all thoſe the manors, &c. and *L. N.* with their reſpective rights, &c. in the ſaid county of *N.* and all that capital meſſuage, &c. which were lately purchaſed of the ſaid lame *F. B.* by the ſaid *J.* duke of *M.* as aforeſaid, and which are conveyed or mentioned to be conveyed, in or by the ſaid indentures of leaſe

Upon truſt to ſell the ſame.

to pay to lord *T.* 10,000*l.* lord *F.* 3000*l.* *T. S.* and *G. J.* 10,000*l.* and to *J.* duke of *M.* ſo much as makes up ſaid ſums 23,900*l.* being the conſideration of ſaid purchaſes; next the mortgages.

Overplus to purchaſe lands in *S.* and ſettle ſame and ſuch in *B.* as ſhall remain unſold.

Premiſſes veſted in ſame perſons, upon ſame truſts, and alike ſubject as premiſſes in *E.* &c.

leaſe and releaſe bearing date the 28*th* and 29*th* days of *May*, &c. a
alſo all that, &c. in the ſaid county of *N.* lately purchaſed by the ſa
J. duke of *M.* of the ſaid *W. F.* and all other the lands, &c. compriz
and contained in the ſaid indentures of leaſe and releaſe, bearing da
the 9*th* and 10*th* days of *December*, &c. and all thoſe ſeveral farms
E. aforeſaid, with the appurtenances, heretofore in the tenures, &
and alſo the poſſeſſion, freehold, and inheritance of the ſame, and
every part thereof reſpectively, ſhall from henceforth be, and are he
by veſted and ſettled, and ſhall be deemed, taken and adjudged to
veſted and ſettled in and upon the ſame perſons, their heirs, &c.
ſpectively, or as near to the ſame as the caſe of death or deaths, whi
hath or have heretofore happened, will admit; and to, for and upon t
ſame uſes, eſtates, limitations and truſts, and ſubject to ſuch charg
payments, proviſoes and agreements, as the caſe of death will admit
as the ſaid premiſſes in the ſaid county of *Bu.* hereby enacted to
ſold, now are or do ſtand limited or charged with, in or by the ſa
indenture *quadripartite* of the 18*th* day of *January*, &c. and the
will of the ſaid *R.* duke of *M.* deceaſed. *And be it further enac*

Premiſſes in *K* veſted in truſtees, who ſhall ſtand ſeiſed in fee-ſimple freed from incumbrances.

by the authority aforeſaid, That all and ſingular the aforeſaid manor
&c. in the ſaid county of *K.* herein before particularly ſpecified a
deſcribed, and all other the manors, &c. of the ſaid *R.* late duke of *M*
ſituate, &c. in the ſaid county of *K.* and alſo all and ſingular the afo
ſaid meſſuages, &c. ſituate, &c. in the ſaid county of *P.* in *S.*
aforeſaid, and the poſſeſſion, freehold and inheritance of the ſa
lands, &c. and every part and parcel thereof in the ſaid reſpective co
ties of *K.* and *P.* ſhall from henceforth be and are hereby veſted a
ſettled in and upon (*Truſtees*) and their heirs, to the uſe of them a
their heirs, freed and diſcharged of and from all and every uſe,
mentioned and contained in the ſaid laſt will of the ſaid *R.* duke of *M*
deceaſed: And that the ſaid (*Truſtees*) and the ſurvivors, &c. ſh
from henceforth be adjudged and taken to be ſeiſed, &c. (as *befor*
and that they, &c, ſhall and may have, hold and enjoy the ſame free
&c. from every uſe, &c. in the ſaid laſt will and teſtament of the ſa

Upon truſt to ſell ſame,

R. duke of *M.* deceaſed, in and upon truſt, nevertheleſs that they t
ſaid (*Truſtees*) and the ſurvivors, &c. do and ſhall, &c. ſell all the ſa
manors, &c. in the ſaid reſpective counties of *K.* and *P.* ſo veſted
them as aforeſaid, or any part or parcel thereof, either together or
parcels, as they or the ſurvivors or ſurvivor of them, or the heirs
ſuch ſurvivor ſhall think fit, and ſhall pay, diſpoſe and apply the moni

to pay ſaid mortgages of 4000*l.* 1000*l.* 1200*l.*

raiſed by ſuch ſale or ſales, in manner following, (that is to ſay): I
the firſt place, for and in diſcharge of the aforeſaid ſeveral mortgage
debts or ſums of money, of 4000*l.* and 1000*l.* and 1200*l.* ſo ſecure
upon the ſaid reſpective eſtates as aforeſaid, and all intereſt for the ſam
ſums reſpectively as ſhall be due upon the ſame, and procure aſſign-
ments of the ſaid mortgages upon paying off the ſame, to be made in
truſt to attend the inheritance of the ſame mortgaged premiſſes *reſpec-*
tively; and from and after payment and diſcharge of the ſaid mortgage
monies and intereſt thereon due, apply and diſpoſe of the reſidue of
the monies ariſing by ſuch ſale or ſales (if any overplus) for the diſ-
charging the deficiency, (if any) of the ſums of money intended to be
raiſed and paid by the ſale of the ſaid *B.* eſtates, if the ſaid *C.* eſtates
ſhall not be ſufficient to pay off the ſame, and to apply and diſpoſe of
the

the reſidue of the monies ariſing by ſuch ſale or ſales (if any overplus) in the purchaſe of freehold lands, &c. in fee-ſimple, free from incumbrances, ſituate, lying and being in the county of *N.* and ſettle and aſſure the ſame, together with ſuch of the reſidue of the ſaid premiſſes in the ſaid counties of *K.* and *P.* which ſhall remain unſold (if any) unto and upon the ſame perſons, their heirs, &c. reſpectively, or as near the ſame as the caſe of death or deaths which hath or have heretofore happened, or ſhall hereafter happen, will admit, and to, for and upon the ſame uſes, eſtates, limitations and truſts, as the caſe of death will admit, as the ſaid premiſſes in the ſaid counties of *K.* and *P.* reſpectively hereby enacted to be ſold, now are or do ſtand limited or charged with, in and by the ſaid laſt will and teſtament of the ſaid *R.* duke of *M.* deceaſed: *Provided always, and it is hereby further enacted*, by the authority aforeſaid, That the purchaſer or purchaſers of all or any part of the manors, lands, and premiſſes, by this act limited to be ſold, paying his or their purchaſe money to them the ſaid (*Truſtees*) or the ſurvivors or ſurvivor of them, or the heirs of ſuch ſurvivor, ſhall be acquitted and diſcharged of and from the ſame, and not be obliged to ſee the diſpoſal or application thereof: *And be it further enacted*, That from and after ſuch ſale or ſales ſhall be made as aforeſaid, ſuch perſon and perſons who ſhall purchaſe all or any part of the ſaid manors, lands or premiſſes, by virtue of this act to be ſold, and his and their heirs and aſſigns, ſhall hold and enjoy the ſame according to his and their reſpective purchaſe and purchaſes, againſt the ſaid *J.* duke of *M.* and *M.* ducheſs of *M.* his wife, and the iſſue of the body of the ſaid *J.* duke of *M.* the ſaid *E.* lady *H.* and the iſſue of her body, the ſaid *E. H.* the ſaid *M. H.* and the iſſue of his body, the ſaid *C.* earl of *M.* and the iſſue of his body, and all perſons claiming and to claim, by, from or under, or in truſt for them or any of them, or by, from or under, or in truſt for the ſaid *R.* duke of *M.* deceaſed: *Provided always*, That it ſhall and may be lawful to and for the ſaid (*Truſtees*) their heirs and aſſigns, from time to time to defaulk and take to themſelves all their reaſonable coſts, charges and expences whatſoever, which they or any of them ſhall ſuſtain or be put unto in the execution of the truſt hereby in them repoſed as aforeſaid, and that one of them ſhall be chargeable or accountable for any more than what ſhall come to their hands ſeverally and reſpectively, and that no one of them ſhall be chargeable for the receipts of the other of them: *Saving and reſerving* nevertheleſs unto his Majeſty, his heirs and ſucceſſors, and to all and every other perſon and perſons, and bodies politic and corporate, their heirs and ſucceſſors, and to the heirs and ſucceſſors of every of them (other than the ſaid *J.* duke of *M.* and *M.* ducheſs of *M.* his wife, and the iſſue of the body of the ſame duke, the ſaid *E.* lady *H.* and the iſſue of her body, the ſaid *E. H.* the ſaid *M. H.* and the iſſue of his body, and the ſaid *C.* earl of *M.* and the iſſue of his body, and the right heirs of the ſaid *R.* duke of *M.* deceaſed, and all claiming by, from or under them or any of them, or in truſt for them or any of them) all ſuch right, title, intereſt and demand, of, in, to or out of the ſaid manors, meſſuages, lands and premiſſes hereby enacted to be ſold, or any of them, or of, in, to or out of any part or parcel thereof, as they, every, or any of them had, or ſhould, or might have enjoyed if this act had never been made; this preſent act or any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

Overplus to diſcharge deficiency of eſtates in *B.* if they be not ſufficient to diſcharge ſame, and the reſidue to purchaſe lands in *N.* and ſettle ſame with ſuch lands in *K.* and *M.* as ſhall remain unſold.

Proviſo, as to purchaſers.

Enacted that purchaſers ſhall hold premiſſes according to their reſpective purchaſes, againſt *J.* duke of *M.* &c.

Proviſo, that truſtees ſhall be allowed expences, not be chargeable for one another.

Saving, &c. to the King and all others, except, &c. all rights, &c.

An Act for Sale of ſome Part of the Real Eſtate of B. M. *Eſq: deceaſed, for Payment of his Debts, and for other Purpoſes therein mentioned.*

Recital of *B. M.*'s will. Deviſe of fee-farm rents, &c to ſeveral uſes.

WHEREAS *B. M.* late of *O. W.* in the county of *B.* eſq; made his laſt will and teſtament in writing, bearing date, *&c.* and did thereby give and deviſe unto *W. D. J. B.* and *C. P.* eſquires, and their heirs, (amongſt other things) All thoſe his fee-farm rents, tenths and penſions, and other rents and yearly ſums and payments of money whatſoever, then lately purchaſed of the truſtees, for ſale of fee-farm rents iſſuing or ariſing out of any manors, mills, rectories, franchiſes, lands, tenements or hereditaments whatſoever, within or near the counties of *E. N.* and *L.* or any or either of them, upon truſt out of the fee-farm rents to pay *D. B.* of *B. St. E.* in the county of *S.* one annuity of 50*l. per annum* for her life, by half-yearly payments; and unto Sir *A. M.* the deviſor's brother (ſince deceaſed) one annuity of 50*l.* for his life; and to the deviſor's ſon *C. M.* one annuity of 200*l.* for his life; and to pay the overplus of the ſame fee-farm rents, above the ſaid annuities, unto ſuch perſon and perſons reſpectively, and to and for ſuch eſtates, uſes, intents and purpoſes, and in ſuch manner and form as all the ſaid fee-farm rents, tenths, penſions and yearly ſums, and the whole revenue thereof, are herein after-mentioned to be deviſed, ſettled, limited or appointed: And from and after the determination of the ſaid ſeveral annuities of 50*l. &c.* then as for and concerning all the ſaid fee-farm rents, tenths, penſions and yearly ſums of money, and the whole revenue thereof, to the uſe and behoof of *C. M.* the nephew of the deviſor, and ſon and heir apparent of the ſaid Sir *A. M.* for his life; and from and after the determination of that eſtate, to the uſe and behoof of the ſaid *W. D. J. B.* and *C. P.* and their heirs, during the life of the ſaid *C. M.* the nephew upon truſt to preſerve contingent remainders: and from and after the deceaſe of the ſaid *C. M.* the nephew, to the uſe of, *&c.* lawfully to be begotten, ſeverally and ſucceſſively in tail male; and for default of ſuch iſſue, to the uſe of the ſaid *C. M.* the deviſor's ſon, for his life; and from and after the determination of that eſtate, to the uſe of the ſame truſtees and their heirs, during the life of the ſaid *C. M.* the deviſor's ſon, upon truſt to preſerve contingent remainders; and from and after his deceaſe, to the uſe of the firſt and every other ſon and ſons of the ſaid *C. M.* the ſon, lawfully to be begotten, ſeverally and ſucceſſively in tail male; and for default of ſuch iſſue, to the uſe of *C. M.* of *G.* in the county of *K.* eſq; kinſman of the ſaid deviſor, ſince deceaſed, and the heirs male of his body; and for want of ſuch iſſue, then to the uſe of the right heirs of the ſaid *B. M.* the deviſor for ever; with a power to the ſaid *C. M.* the nephew, during his life, by any deed, *&c.* to aſſign, limit or appoint, to or to the uſe of, or in truſt for, any woman or women that ſhould be his wife or wives, for the life and lives of ſuch woman and women, for or in lieu, name or ſtead of her or their jointure or jointures, or part of jointure or jointures, or better means of livelihood; and that as well before as after the marriage of the ſaid *C. M.* the nephew with ſuch woman or women, any part or parts of the ſaid fee-farm rents, tenths and premiſſes, not exceeding 400*l. per ann.* to commence

ence and take effect as in ſuch deed or deeds, writing or writings, ould be aſſigned, limited or appointed: together with the like power f making a jointure or jointures for the ſaid *C. M.* the ſon, *&c.* and y the ſaid will did give (amongſt other legacies) a legacy of 2000*l.* o his ſaid ſon *C. M.* and 5000*l.* to his niece the lady *I. M.* with a ower to his ſaid truſtees, by mortgage or ſale, to raiſe monies for the yment of his debts and legacies, in caſe his perſonal eſtate ſhould be ficient in that behalf; and made the ſaid *W. D. J. B.* and *C. P.* his ecutors. *And whereas* ſome time after making the ſaid will, the ſaid *M.* the teſtator died without any lawful iſſue, leaving the ſaid Sir *M.* his brother and heir, and without leaving perſonal aſſets ſufficifor the payment of his debts and legacies, and was at the time of his th indebted in the ſum of 2000*l.* unto *T. L.* eſq; which was ſecured indenture of mortgage, bearing date, *&c.* made by the ſaid *B. M.* his life-time, of part of the ſaid fee-farm rents, for the term of 1000 rs; and that after his deceaſe, other part of the ſaid fee-farm rents e, in purſuance of a decree and order of the high and honourable rt of Chancery, by indenture, dated, *&c.* mortgaged for the term of hundred years, for the raiſing of the ſaid 2000*l.* legacy for the ſaid *M.* the ſon; which ſaid reſpective mortgages are ſtill ſubſiſting and aid, and are aſſigned unto, or in truſt for *W. E.* eſq; *And whereas* *B.* died, in the life-time of the ſaid teſtator, and the ſaid *C. P.* ſoon rwards departed this life, and the ſaid *W. D.* being the ſurviving cutor and truſtee of the ſaid will, by indenture *tripartite* inrolled in ncery, dated, *&c* did grant and convey all the ſaid fee-farm rents, s, penſions and yearly ſums, unto *J. P.* gent. and his heirs, upon ſeveral truſts in the ſaid will mentioned; and afterwards the ſaid *D.* departed this life: *And whereas* the ſaid *J. P.* by indenture in- ed in Chancery, dated, *&c.* did (by the direction of the ſaid *C. M.* nephew, and *C. M.* the ſon) grant and convey the ſaid fee-farm tenths, penſions and yearly ſums unto *J. H.* gent. and his heirs, the ſeveral truſts in the ſaid teſtator's will mentioned, ſubject neeleſs to the before-recited mortgages: *And whereas* the ſaid *C. M.* d without any iſſue male of his body, and the ſaid Sir *A. M.* is ead, leaving the ſaid *C. M.* the nephew, his eldeſt ſon and heir, is now alſo the heir of the ſaid *B. M.* the teſtator, and the ſaid *M.* the ſon has never been married: *And whereas* the ſaid *C. M.* the w, intermarried with *E. F.* ſince deceaſed, eldeſt daughter of Sir . bart. by whom the ſaid *C. M.* the nephew, had no iſſue male, d only two daughters (to wit) *M. M.* and *C. M.* the elder of is marriageable, and the younger about the age of ten years; *whereas* the ſaid *C. M.* the nephew is ſince intermarried with *J.* s now wife, but has not, nor ever had, any other iſſue, ſaving his aughters herein before named: *And whereas* the ſaid *C. M.* the w, and *J.* his wife, *C. M.* the ſon, *J. H.* the truſtee, *D. B.* the tant, and the ſaid *W. E.* the mortgagee, are the only perſons now that are in any wiſe intereſted by virtue of or under the ſaid will, herwiſe, in the fee-farm rents herein after-mentioned, being part of ſaid fee-farm rents deviſed in and by the ſaid laſt will of the *B. M.* *And whereas* there is a conſiderable arrear of intereſt due e ſaid mortgagee of the ſaid fee-farm rents, and the ſaid mortgagee threaten to foreclose the equity of redemption of the ſaid mort-

His death. Perſonal eſtate not ſufficient to pay debts.

Death of two of the executors, *W. D.* ſurvives, who grants to *J. P.* the premiſſes upon the truſts in the will, who grant ſame to *J. H.* upon ſaid truſts, ſubject to the mortgages, deaths, marriages, *&c.*

The perſons now living who are intereſted.

Mortgagee threatens to foreclose.

gaged

due and remainder of the ſaid laſt mentioned fee-farm rents, rents, penſions and annual ſums, not limited in jointure by the ſaid *C. M.* the nephew, for and during the natural life of ſuch woman as ſhall be the wife of the ſaid *C. M.* the nephew at the time of his deceaſe, for and towards the maintenance and proviſion of his ſaid daughters the ſaid *M.* and *C. M.* and the ſurvivor of them: *Provided*, that in caſe the ſaid *M.* and *C. M.* ſhall both die during the life of ſuch woman who ſhall be the wife of the ſaid *C. M.* the nephew, at the time of his deceaſe, that then the ſaid *J. B.* and *R. C.* and their heirs, ſhall permit ſuch perſon or perſons, his, her or their executors, &c. as the ſaid *C. M.* ſhall appoint, in manner as aforeſaid, and in default of ſuch appointment, ſuch wife of the ſaid *C. M.* to receive the ſaid reſidue of the ſaid laſt mentioned premiſſes not limited in jointure as aforeſaid: *Provided alſo, and it is hereby further enacted*, That the ſaid power in and by the ſaid will of the ſaid *B. M.* given to the ſaid *C. M.* the nephew, to make a jointure, as aforeſaid, be hereby extinguiſhed, and that he the ſaid *C. M.* be diſabled from making any other or larger jointure, than herein before is mentioned, unto his preſent or future wife: and any jointure by him already made upon the ſaid *J.* his now wife, (if any ſuch there be) is hereby enacted to be void and of no effect: *Provided likewiſe, and it is hereby further enacted*, That it ſhall and may be lawful to and for the ſaid *C. M.* the ſon, before or after his marriage, in caſe he ſhall come into the actual poſſeſſion or receipt of the ſaid fee-farm rents, tenths, penſions, and yearly payments, remaining unſold, and not hereby appointed, as aforeſaid, or any part thereof, by virtue of the limitations aforeſaid, to make a jointure of any part thereof unto any woman or women which he has or ſhall hereafter intermarry with, for her life, and in lieu and bar of dower, in ſuch manner as in the ſaid will is directed: *Provided always, and it is hereby enacted*, That ſuch jointure, ſo by him the ſaid *C. M.* the ſon to be made, ſhall not exceed in the whole the yearly ſum of 300*l.* any thing in the ſaid will to the contrary notwithſtanding: *Provided further, and it is hereby alſo further enacted*, That the ſaid annuity or yearly ſum of 200*l. per annum*, ſo deviſed and appointed by the laſt will of the ſaid *B. M.* unto him the ſaid *C. M.* the ſon, for his life, as aforeſaid, and likewiſe the ſaid annuity or yearly ſum of 50*l. per annum*, ſo deviſed to the ſaid *D. B.* for her life, as aforeſaid, ſhall be reſpectively charged upon, and iſſuing and going out of the reſt and reſidue of the ſaid fee-farm rents, tenths and premiſſes ſo given and deviſed by the ſaid will of the ſaid *B. M.* as aforeſaid, not hereby veſted in truſtees to be ſold, as aforeſaid, and ſhall be reſpectively payable at the ſame days and times, and in like manner, and with the like remedies for recovery of the ſame reſpectively, out of the ſaid reſt and reſidue of the ſaid fee-farm rents, tenths, and premiſſes, as the ſame would have been, in caſe this act had never been made: *Provided always, and it is further enacted*, &c. That the ſaid *J. B.* and *R. C.* and every of them, their ſeveral heirs, &c. ſhall and may in the firſt place deduct, &c. in relation to the truſts hereby in them repoſed, or any of them, out of the ſaid fee-farm rents, and other rents or yearly ſums, or any part thereof, until ſale, or out of the monies ariſing by the ſaid ſale or ſales, or out of their reſpective truſt-monies, or any part thereof; and that they the ſaid ſeveral and reſpective truſtees, their ſeveral heirs, &c. are to be and ſhall be chargeable only

Proviſo in caſe of daughter's death.

C. M. the nephew's power to make a jointure extinguiſhed.

Power for *C. M.* the ſon to make a jointure.

Proviſo, that the 100*l. per ann.* deviſed to *C. M.* the ſon, and 50*l per ann.* to *D. B.* ſhall be charged on the reſidue of the fee-farm rents.

Truſtees to deduct expences, &c.

only, for their wilful defaults, reſpectively, and not, &c. in the receipt, keeping or managing of any monies to be raiſed and diſpoſed of as aforeſaid, according to the purport of this act; and that none of the truſtees, their reſpective heirs, &c. ſhall be liable or reſponſible for any failure or miſcarriage, that without their wilful default or neglect may happen of any ſecurity or ſecurities, banker or bankers, upon which or with whom the truſt-money, or any part thereof, ſhall at any time hereafter happen to be placed or put out: *Saving always* to the King, &c. and alſo ſaving unto the ſaid *W. E.* and his truſtees, in reſpect of his ſaid mortgages or ſecurities for the ſaid 4000*l.* and intereſt, and all and every other perſon and perſons, their heirs, executors and adminiſtrators, other than and except the ſaid *C. M.* the nephew, and *J.* his wife, and *C. M.* the ſon, *D. B.* and *J. H.* and their reſpective iſſues, heirs, &c. and the heirs of the ſaid *B. M.* and all perſons claiming, or which ſhall claim any-wiſe in truſt for them, or any of them, all ſuch right, &c. Saving, &c.

An Act for Sale of the Eſtate of H. *late Lord* C. *in the County of* O. *and for laying out the Money ariſing by ſuch Sale in the Purchaſe of another Eſtate in or near the County of* W. *to be ſettled to the like Uſes.*

WHEREAS the right honourable *H.* late lord *C.* deceaſed, by his laſt will and teſtament in writing, duly executed, bearing date, &c. did, among other things, deviſe all his manors, &c. which he had purchaſed in *W.* and *O.* to his nephew the duke of *Q.* and *D.* for his life, without impeachment of waſte, remainder to the honourable *R. B.* eſq; and *T. S.* eſq; both ſince deceaſed, and their heirs, during the life of the ſaid duke of *Q.* and *D.* *In truſt* to preſerve the contingent eſtates therein deviſed, with remainder to *C.* ducheſs of *Q.* and *D.* for her life; remainder to the firſt and other ſons of the ſaid duke of *Q.* and *D.* ſucceſſively in tail male; remainder to his the ſaid teſtator's nephew, the lord *G. D.* (ſince deceaſed without iſſue) for his life, without impeachment of waſte; remainder to the ſame truſtees and their heirs, during the life of the ſaid lord *G. D.* *In truſt* to preſerve the contingent eſtates therein deviſed: remainder to the firſt and other ſons of the ſaid lord *G. D.* ſucceſſively in tail male; remainder to his the ſaid teſtator's nephew, the right honourable *R.* earl of *B.* for his life, without impeachment of waſte; remainder to the ſame truſtees and their heirs, to preſerve the contingent eſtates thereby deviſed; remainder to the firſt and other ſons of the ſaid earl of *B.* in tail male ſucceſſively; remainder to the right honourable *H.* earl of *R.* now earl of *C.* and *R.* for his life, without impeachment of waſte; remainder to the ſame truſtees and their heirs, to preſerve the contingent eſtates therein deviſed; remainder to the firſt and other ſons of the ſaid earl of *R.* ſucceſſively in tail male; remainder to the right heirs of the ſaid lord *C.* as by the ſaid will, relation, &c. *And whereas* the ſaid *H.* lord *C.* ſoon after died, without revoking the ſaid will, after whoſe death the ſaid duke of *Q.* and *D.* entered upon the ſaid premiſſes, ſo deviſed to him for life as aforeſaid: *And whereas* the ſaid eſtate in *O.* is of the yearly value of 300*l.* or thereabouts, beſides the manſion-houſe, &c. and beſides ſome timber

Recital of late lord *C's* will, whereby ſeveral manors, &c. in *W.* and *O.* are deviſed to the duke of *Q.* and *D.* for life, remainder in truſt to preſerve contingent eſtates with further limitations.

Lord *C's* death. Duke of *Q.* and *D's* entry.

Value of the eſtates.

timber growing upon the ſaid eſtate, of the value of 1000*l.* or thereabouts; and, lies at a great diſtance from the ſaid eſtate in *W.* which is of the yearly value of 1500*l.* or thereabouts: *And whereas* by certain articles of agreement indented, bearing date, &c, made between *P. H.* of *L. A.* in the county of *W.* clerk, of the one part, and *T. G.* of *L. W.* in the county of *S.* gent. (on the behalf of the ſaid *C.* duke of *Q.* and *D.*) of the other part, in conſideration of 50*l.* paid to the ſaid *P. H.* and of the further ſum of 1200*l.* to be paid to by him the ſaid duke of *Q.* in manner therein mentioned, He the ſaid *P. H.* hath covenanted and agreed to grant and convey to the ſaid duke of *Q.* his heirs and aſſigns, a good, free, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, of, in and to all thoſe the manors, or reputed manors, called *D.* and *S.* lying and being in *L. A.* and *G. A.* in the ſaid county of *W.* and all meſſuages, &c. thereto belonging; and of, in and to all that capital meſſuage, &c. in *L. A.* aforeſaid, in the occupation, &c. and of, in and to all that, &c. freed and diſcharged of all mortgages and other incumbrances whatſoever, except a quit-rent of 3*l.* a year, payable to the crown out of part of the premiſſes; and 26*l.* a year, payable to the ſaid duke as lord of the hundred of *A.* and except ſuch leaſes and copies as were then granted and ſubſiſting within the ſaid manors: *And whereas* the ſaid manors, or reputed manors of *D.* and *S.* are of the yearly value of 444*l.* and lie contiguous to and are intermixed with part of the ſaid eſtate in *W.* ſo deviſed by the ſaid lord *C.* as aforeſaid; and the ſaid *C.* duke of *Q.* and *D.* hath iſſue male two ſons, *viz. H. D.* commonly called lord *D.* his eldeſt ſon, and *C.* commonly called lord *C. D.* both infants under the age of 21 years; and is deſirous to ſell all the ſaid manors, &c. in *O.* and out of the money ariſing by ſale thereof, to lay out the ſum of 12,000*l.* for the purchaſe of the ſaid manors and premiſſes of the ſaid *P. H.* to be ſettled to the ſame uſes as the ſaid eſtate in *O.* is now ſettled or limited by the ſaid will of the ſaid lord *C.* and alſo to lay out all the reſidue of the money that ſhall ariſe by the ſale of the ſaid *O.* eſtate in the purchaſe of other meſſuages, &c. in or near the ſaid county of *W* as ſoon as ſuch purchaſe can be had, to be ſettled to the ſame uſes, if an act of parliament can be obtained for that purpoſe: *May it therefore pleaſe your moſt excellent Majeſty*, upon the humble petition of the ſaid *C.* duke of *Q.* and *D.* and of *C.* ducheſs of *Q.* and *D.* his wife, and by and with the conſent of the ſaid *R.* earl of *B. H.* earl of *C.* and *R.* and of *H. H.* eſq; commonly called lord viſcount *C.* only ſon and heir apparent of the ſaid earl of *C.* and *R.* that it may be enacted, *And be it enacted* by, &c. That all that the manor or lordſhip of *M.* with the rights, &c. lying and being in the county of *O.* and all other the meſſuages, &c. late of *H.* lord *C.* deceaſed, in the ſaid county of *O.* and which were deviſed by the ſaid lord *C.* as aforeſaid, ſhall, from and after the ——— day, of, &c. be veſted in, and the ſame are hereby veſted in the right honourable *J.* lord *C.* and the right honourable *A.* lord *B.* their heirs and aſſigns, for the uſe of them the ſaid *J.* lord *G.* and *A.* lord *B.* their heirs and aſſigns; freed and abſolutely diſcharged of and from all and every the uſes, truſts, eſtates, limitations, proviſoes and agreements, limited, declared, and mentioned of and concerning the ſame, in and by the ſaid recited will of the ſaid *H.* lord *C.* *Upon truſt*, nevertheleſs, that they the ſaid *J.* lord *G.* and *A.* lord *B.* or the ſurvivor of

Agreement for the purchaſe of other lands in *W.*

The yearly value and ſituation thereof,

Deſire to ſell the lands in *O.* to make the ſaid purchaſe of the lands in *W.* to be ſettled to the ſame uſes as the ſaid lands in *O.* now are.

Enacted, That the eſtates in *O.* ſhall be veſted in truſtees, free from uſes, &c. to ſell.

of them, or the heirs of ſuch ſurvivor, do and ſhall abſolutely ſell and diſpoſe thereof; and they are hereby fully and effectually enabled and impowered, abſolutely to ſell and diſpoſe thereof, entirely, or in parcels, unto any perſon or perſons that ſhall be willing to purchaſe the ſame, or any part thereof; for the moſt money, and beſt price and prices that can be had or gotten for the ſame: *And upon this further truſt*, that they the ſaid *J.* lord *G.* and *A.* lord *B.* and the ſurvivor of them, the executors, &c. do and ſhall permit and ſuffer the clear rents, iſſues and profits of the ſaid manor and premiſſes ſo veſted in them, to be ſold as aforeſaid, until ſuch ſale ſhall be thereof made as aforeſaid, to be had, received and taken, by ſuch perſon or perſons as ſhall be entitled thereto under the ſaid will of the ſaid lord *C.* *And upon this further truſt*, that they the ſaid *J.* lord *G.* and *A.* lord *B.* and the ſurvivor of them, and the heirs of ſuch ſurvivor, ſhall and do apply and diſpoſe of the money ariſing by ſuch ſale, in manner and for the purpoſes following, that is to ſay, That they the ſaid *J.* lord *G.* and *A.* lord *B.* and the ſurvivor of them, and the heirs, &c. by and with the conſent and approbation of the ſaid *C.* duke of *Q.* and and *D. C.* ducheſs of *Q.* and *D.* and *R.* earl of *B.* or of the ſurvivors or ſurvivor of them, if living, do and ſhall lay out the ſum of 12,000*l.* in the purchaſe of all thoſe manors, &c. of the ſaid *P. H.* with the appurtenances, ſituate, &c. in the ſaid county of *W.* if a good title can be made thereto, to the ſatisfaction of the ſaid *C.* duke of *Q.* and *D. C.* ducheſs of *Q.* and *D.* and *R.* earl of *B.* or the ſurvivors or ſurvivor of them; to be ſettled and conveyed to and for the ſame uſes, truſts, intents and purpoſes, as the ſaid eſtate in *O.* by the ſaid will of the ſaid *H.* lord *C.* limited and appointed: *And alſo upon this further truſt*, that they the ſaid *J.* lord *G.* and *A.* lord *B.* and the ſurvivor of them, and the heirs of ſuch ſurvivor, as ſoon as conveniently may be (by and with ſuch conſent and approbation as aforeſaid) do and ſhall lay out, apply and diſpoſe of the reſidue and remainder of the money ariſing by ſuch ſale or ſales as aforeſaid, after payment of the ſaid 12,000*l.* before mentioned, or the whole money, if the ſaid 12,000*l.* ſhall not be laid out in the purchaſe of the ſaid eſtate of the ſaid *P.* as aforeſaid, in one or more purchaſe or purchaſes of an eſtate or eſtates in fee-ſimple in poſſeſſion, in lands, &c. in or near the county of *W.* to be ſettled, limited and aſſured, to, for, and upon ſuch uſes, &c. as the ſaid eſtate in *O.* is by the will of the ſaid lord *C.* limited and appointed: *And it is hereby further declared and enacted*, by the authority aforeſaid, That from and after the ſale and conveyance of the ſaid manor and premiſſes in *O.* until ſuch purchaſes ſhall be had, as aforeſaid, the ſaid *J.* lord *G.* and *A.* lord *B.* and the ſurvivor of them, and the heirs of ſuch ſurvivor, do and ſhall place out the monies ariſing by ſuch ſale at intereſt, upon government or other ſecurities, by and with the conſent of the ſaid *C.* duke of *Q.* and *D.* or ſuch perſon or perſons, who would be then entitled to the poſſeſſion of the ſaid premiſſes, under the will of the ſaid lord *C.* or of the guardian or guardians of ſuch perſon, if a minor; and alſo from time to time (with the like approbation and conſent) to call in the principal money ſo to be placed out, and

In the mean time the profits to be received, *&c.* as by the will is directed.

12,000*l.* of the money ariſing by ſuch ſale to be applied in ſuch purchaſe.

Reſidue in other purchaſes of lands in *W.*

After ſale of lands in *O.* till ſuch purchaſes, the money to be put out at intereſt.

and to place out the ſame again at intereſt, upon new or other ſ
rities, and that the intereſt and produce attending the money ſo
be placed out from time to time, as the ſame ſhall be received,
be paid to ſuch perſon and perſons reſpectively, as and to wh
the rents and profits of the ſaid lands and tenements ſo to be
chaſed, if purchaſed and ſettled as aforeſaid, would for the t
being belong or appertain by virtue of the truſts aforeſaid:

Payment of the purchaſe-money of the premiſſes veſted in the truſtees, and their receipts ſhall be good diſcharges to purchaſers, &c.

be it further enacted by the authority aforeſaid, That the payment
the purchaſe-money for the ſaid premiſſes hereby veſted in the
J. lord *G.* and *A.* lord *B.* to them, or the ſurvivor of them, or
heirs of ſuch ſurvivor, and his or their receipt or receipts for
ſame, or for ſuch part thereof as ſhall be ſo paid to him or t
reſpectively, ſhall be a full and abſolute diſcharge both in law
equity, to ſuch purchaſers, or purchaſer, or to ſuch perſon or
ſons, as ſuch purchaſer or purchaſers ſhall direct and appoint the
premiſſes to be conveyed unto for ſuch purchaſe-money, or for
much thereof as ſhall be expreſſed in ſuch receipt or receipts
aforeſaid; and that ſuch purchaſer or purchaſers, or his, her or t
heirs, or ſuch perſon or perſons, to whom the ſame ſhall be gra
and conveyed, his or their heirs, ſhall not be obliged to ſee
application of the ſaid purchaſe-money, or be any ways affected
the miſapplication of the ſame: *Provided always, and it is be*

Provided that the ſellers of lands to ſuch truſtees not to be obliged to ſee the ſame ſettled purſuant to this act.

further declared and enacted, by the authority aforeſaid, that the pe
or perſons, who ſhall ſell any meſſuages, &c. to the ſaid *J.* lord *G.* and
lord *B.* or the ſurvivor of them, or to the heirs, &c. of ſuch ſu
vor, to be ſettled as aforementioned, ſhall not be concerned or obl
to ſee the ſame ſettled, purſuant to the directions of this act:

Truſtees not to be chargeable for each other.

vided always, and it is hereby further enacted, That the ſaid *J.*
G. and *A.* lord *B.* or the ſurvivor of them, or the heirs, &c.
ſuch ſurvivor, ſhall not be charged or chargeable the one of t
for the receipt, act or deed of the other, but for his own ſeveral
reſpective acts and deeds only, and not for any more, further or o
ſum or ſums of money, for or in reſpect of the premiſſes, than
actually come to their reſpective hands, and not for any loſs or
carriage that ſhall or may happen therein, or in the execution of
ſaid truſt, or relating thereto, without their own wilful default, or
depoſiting money for ſafe cuſtody, with ſuch intent and approb
tion as aforeſaid; and that it ſhall and may be lawful for the
J. lord *G.* and *A.* lord *B.* and the ſurvivor of them, and the heirs

To be reimburſed their expences.

ſuch ſurvivor, out of the rents and profits of the premiſſes here
veſted in them, in truſt to be ſold, or out of the money ariſi
by ſale thereof, to retain and reimburſe themſelves all ſuch co
charges, damages and expences, as they reſpectively ſhall or m
ſuſtain, or be put unto, in and about the execution of the tru
hereby in them repoſed: *Saving* always to the King's moſt exc

Saving to the King and all others, except, &c. their rights, &c.

lent Majeſty, his heirs and ſucceſſors, and to the ſeveral leſſees a
tenants of any part of the eſtates hereby veſted or appointed to
ſold as aforeſaid (for or in reſpect of their ſeveral leaſes and int
reſts only) and to all bodies politic and corporate, and to their re
ſpective ſucceſſors, and to all and every other perſon and perſons
his, her and their heirs &c. (other than and except the ſaid *C.* duke
of *Q.* and *D.* the ſaid *C.* ducheſs of *Q.* and *D.* and the heirs male o

their

their bodies, and the ſaid *R.* earl of *B.* *H.* earl of *C.* and *R.* and *H. H.* commonly called lord viſcount *C.* and all and every other perſon and perſons, claiming any right, title or intereſt in the ſaid premiſſes in *O.* under the ſaid will of the ſaid lord *C.* all ſuch eſtate, right, title, intereſt, claim and demand, as they, or any, or either of them had, or ought to have, out of, in, or to, the ſaid premiſſes in *O.* or any part thereof, in caſe this preſent act had not been made.

An Act for veſting the Barony of W. *and Manors of* W. *and* L. *and ſeveral Lands and Tenements in the County of* S. *and the Manors of* D. *and* B. *and Lands thereto belonging, in the County of* L. *and the Manor of* F. *and ſeveral Lands and Tenements in the County of* B. *late the Eſtate of* G. *late Lord* J. *deceaſed, in Truſtees, to be ſold for Payment of Debts and Portions, and other Purpoſes therein mentioned.*

Recital of *G.* lord *J.*'s ſettlement to uſes.

WHEREAS the right honourable *G.* late lord *J.* baron of *W.* and late Lord High Chancellor of *England*, by his indentures of leaſe and releaſe, bearing date, &c. did convey and ſettle *all* that the barony of *W.* in the county of *S.* and all thoſe the manors and lordſhips of *W.* and *L.* with the rights, members and appurtenances thereof, in the ſaid county of *S.* and alſo all thoſe the manors and lordſhips of *D.* and *B.* with the rights, members and appurtenances thereof, in the county of *L.* and all that capital meſſuage, &c. in the ſaid county of and alſo all that, &c. in the county of *B.* and all other the manors, of him the ſaid *G.* lord *J.* in the counties of *S.* *L.* and *B.* and every them, with their and every of their appurtenances, unto and upon right reverend father in God *T.* late lord biſhop of *P.* and Sir *T.* knight, and their heirs, to the uſes, intents and purpoſes therein mentioned, *(viz.)* to the uſe of the ſaid *G.* lord *J.* for his life; from and after his deceaſe, then as to all thoſe the manors, &c. in ſaid county of *B.* to the uſe of *A.* lady *J.* then wife of the ſaid *G.* *J.* for her life, for her jointure; and from and after her deceaſe, reſidue and remainder thereof, and as to the reſidue, &c. of all thoſe baronies, &c. in the ſaid county of *S.* and alſo all that the manor of aforeſaid, with the rights, &c. in the ſaid county of *L.* and alſo all &c immediately after the death of the ſaid *G.* lord *J.* to the uſe Sir *R. C.* knight, *J. J.* doctor in divinity, *H. P.* eſq; *T. C.* mer-nt, and *E. J.* eſq; their executors, &c. for the term of ninety-nine upon the truſts therein and herein aftermentioned. And as to freehold and inheritance of all the ſaid premiſſes compriſed in the term for ninety-nine years, to the uſe of the ſaid lord biſhop of *P.* Sir *T. B.* and their heirs, during the life of the ſaid *G.* lord *J.* truſt to ſupport the contingent uſes therein after limited; and from after his deceaſe, to the uſe of the firſt and every other ſon of the *G.* lord *J.* on the body of the ſaid lady *J.* begotten, or to be be-ten, ſeverally and ſucceſſively in tail male; and for default of ſuch then to the uſe of *J. J.* eſq; (afterwards *J.* lord *J.*) eldeſt ſon of ſaid *G.* lord *J.* for his life, and with ſuch further powers and au-rities as are therein after mentioned; the remainder to the uſe of the lord biſhop of *P.* and Sir *T. B.* and their heirs, during the life of the

ſaid

ſaid *J. J.* (afterwards lord *J.*) in truſt to preſerve contingent rem
ders; and from and after his deceaſe, to the uſe of his firſt and e
other ſon in tail male ſucceſſively; and for default of ſuch iſſue, th
mainder to the uſe of *S. M. C.* and *A. J.* and all and every
daughter and daughters of the ſaid *G.* lord *J.* thereafter to be
and the heirs of their bodies reſpectively; and for default of ſuch
the remainder to the uſe of the heirs of the body of the ſaid *G.* lo
remainder to the right heirs of him the ſaid *G.* lord *J.* for ever; a
to the reſidue and remainder of all that, &c. in the ſaid county o
and all the reſt and reſidue of the premiſſes, whereof no uſe of the
ritance is therein before declared, from and after the deceaſe of the
G. late lord *J.* to the uſe of the ſaid Sir *R. C.* Dr. *J. J. H. P. T.*
and *E. J.* their executors, &c. for the term of 500 years, in tr
therein and herein after is mentioned; the remainder thereof to th
of the ſaid *J. J.* (afterwards lord *J.*) for his life, and with ſuch p
and authorities as are therein after mentioned; with remainder th
to the uſe of the ſaid lord biſhop of *P.* and Sir *T. B.* and their h
during the life of the ſaid *J.* lord *J.* in truſt to preſerve the contin
remainders; and from and after his deceaſe, to the uſe of his firſt
every other ſon and ſons in tail male ſucceſſively; and for want of
iſſue, to the uſe of the ſecond and every other ſon of the ſaid *G.* lo
in tail male ſucceſſively; the remainder to the uſe of the right he
the ſaid *G.* lord *J.* for ever; with a proviſo or power therein conta
to and for the ſaid *J.* lord *J.* at any time during his life, by any
or writing under his hand and ſeal, atteſted by three or more cre
witneſſes, to limit or appoint all or any part of the ſaid manor of *D.*
premiſſes therein before limited to him, after he ſhould come to be ſ
of the freehold thereof, for a jointure to any wife he then had, or t
after ſhould happen to have, to take effect in poſſeſſion from and
the death of him the ſaid *J.* lord *J.* and to have continuance durin
life of ſuch wife, and no longer: ſo as always the ſaid eſtate to have
made for a jointure were not hurtful or prejudicial to the truſt and
viſions intended out of the ſaid term of 500 years, limited in tru
aforeſaid: and as to the ſaid term of ninety-nine years, it is thereby
clared, that the ſame ſhould be ſubject to certain yearly payments,
the heir male of the ſaid *G.* lord *J.* by the ſaid lady *J.* till his attai
the age of one and twenty years; and likewiſe on failure of ſuch
male, that the ſame ſhould be in truſt for the raiſing and paying ſ
maintenance and portions to the daughters of the ſaid *G.* lord *J.* in ſ
manner as the ſaid *G.* lord *J.* by his laſt will and teſtament in writi
or any other writing, ſhould direct and appoint. And as to the ſ
term of 500 years limited as aforeſaid to the ſaid Sir *R. C.* Dr. *J. J.*
P. T. C. and *E. J.* their executors, &c. the ſame was ſo limited u
them, upon truſt, and to and for ſuch uſes, ends, intents and purpo
as the ſaid *G.* lord *J.* by his laſt will and teſtament, or by any oth
writing, ſhould limit, appoint and direct; and after the ſame perform
or in default of ſuch direction, then in truſt to attend the freehold a
inheritance thereof, with a power to the ſaid *G.* lord *J.* by his laſt w
and teſtament, deed or writing, under his hand and ſeal, to revoke
alter all or any the uſes therein declared, other than the uſe thereby
mited to the ſaid lady *J.* for her life for her jointure, which was of a
eſtate therein mentioned to be in the county of *B.* and to declare and

mit any new uſe and uſes at his will and pleaſure: *And whereas* by a deed poll, bearing date, &c. the ſaid *G.* lord *J.* in purſuance of the power ſo to him reſerved, in and by the ſaid ſettlement, did give and appoint to every of his daughters then unmarried, and to every other daughter that hereafter ſhould be born unto him 3000*l.* a piece, to be paid to every of them, at her day of marriage, or age of 21 years, which ſhould firſt happen; and until ſuch time of payment, the ſum of 6*l.* *per annum* to every of them reſpectively for their maintenance, by quarterly payments; and did thereby further limit and appoint his ſaid truſtees, out of the profits of his term of 500 years, to raiſe and pay unto his eldeſt ſon, the ſaid *J.* lord *J.* 150*l.* *per annum*, for his maintenance, by quarterly payments; and the reſidue of the profits to go and be applied in the next place to pay the aforementioned portions and maintenances, ſuch and ſo much thereof as the iſſues and profits for payment thereof firſt abovementioned, or other proviſion, ſhould not amount unto; and afterwards to pay all ſuch his debts as his perſonal eſtate, or other proviſion by him made or to be made ſhould fall ſhort to pay, if any ſuch debts there ſhould be; and to make leaſes, mortgages or ſales, to and for the purpoſes aforeſaid: *And whereas A. J.* youngeſt daughter of the ſaid *G.* lord *J.* ſoon after dying an infant, having been never married, the ſaid *G.* lord *J.* by one other deed-poll, bearing date, &c. purſuant to his power to him reſerved, thereby reciting that he had, by the ſaid indentures of leaſe and releaſe, bearing date, &c. conveyed unto the ſaid lord biſhop of *P.* and Sir *T. B.* all his manors, &c. in the counties of *B. S.* and *L.* to the uſes, intents and purpoſes therein expreſſed, and particularly after ſeveral other uſes therein declared, limited the remainder of all his manors, lands and hereditaments, to the uſe of his ſaid daughters *S. M. C.* and *A. J.* and the heirs of their bodies; the remainder to the uſe of the heirs of his own body, with remainder to the uſe of his own right heirs. And alſo reſerving his power of revocation of the ſaid uſes, the ſaid *G.* lord *J.* did thereby in purſuance of his ſaid power, revoke the uſes limited to his ſaid daughters, and the remainders limited thereupon; and did thereby declare, that his ſaid truſtees and their heirs ſhould ſtand ſeiſed of all his ſaid manors, &c. after the determination of the uſes and eſtates in the ſaid ſettlement expreſſed, and not by the ſaid deed-poll revoked, to the uſe of his daughters, *M.* wife of *W. S.* eſq; *S. M.* and *C. J.* and every other of his daughters that ſhould hereafter be born, and to the heirs of their bodies reſpectively; with remainder to the heirs of his own body, with remainder to his own right heirs, with a power therein reſerved to the ſaid *G.* lord *J.* to revoke and alter thoſe uſes: *And whereas* the ſaid *G.* late lord *J.* by his indenture, bearing date, &c. did mortgage for the term of 1000 years unto *J. J.* eſq; now Sir *J. J.* knt. all his ſaid manors, &c. in the ſaid county of *L.* for ſecuring the payment of the principal ſum of 10,000*l.* and intereſt for the ſame, unto the ſaid Sir *J. J.* in the manner therein mentioned: *And whereas* the ſaid *G.* lord *J.* did die in or about, &c. leaving iſſue only the ſaid lord *J.* his only ſon, and four daughters, *viz.* the ſaid *M. S. N.* and *C.* *And whereas* the ſaid *J.* lord *J.* did intermarry with the right honourable the lady *C. H.* ſole daughter and heireſs of *P.* late earl of *P.* and *M.* deceaſed: *And whereas* by indentures of leaſe and releaſe, dated the 27th and 28th, &c. and by ſeveral fines *ſur conuſance*, &c. levied

G. lord *J.*'s appointment, purſuant to a power reſerved in ſaid ſettlement, of daughters portions.

and for payment of debts, making leaſes, mortgage, and ſales.

Death of youngeſt daughter.

Declaration that truſtees ſhould ſtand ſeiſed of premiſſes after the determination of the uſes in the ſettlement, and not ſince revoked, to the uſe of the other daughters, their heirs, *&c.*

mortgage of lands in *L.*

G. lord *J.*'s death.

His iſſue.

J. lord *J.* the ſon's marriage with lady *C. H.*

Conveyance of her eſtate in truſt for raiſing 20 000*l.* for her portion, to be applied to clear the jointure ſettled on her of the premiſſes in *L.* and *S.* and to pay off Sir *J. J.*'s mortgage and the portions of *G.* lord *J*'s daughters. Mortgage deed, &c. to be aſſigned to protect the jointure, &c.

levied by the ſaid *J.* lord *J.* and the lady *C.* his then wife, the ſaid *J.* lord *J.* and the lady *C.* his wife, did convey to the right honourable *W. H.* eſq; commonly called the lord *M.* and the right honourable Sir *J. T.* knt. Maſter of the Rolls, and their heirs, all her caſtles, manors and hereditaments, in the counties of *M. W.* and *G.* in truſt (among other things) for the raiſing of the ſum of 20,000*l.* as and for the portion of the ſaid lady *C.* to be applied to clear the jointure then ſettled or agreed to be ſettled upon the ſaid lady *C.* of the ſaid manors and premiſſes in the ſaid counties of *L.* and *S.* and to pay off the ſaid Sir *J. J.*'s mortgage, and the portions and maintenance-money, to the daughters of the ſaid *G.* lord *J.* wherewith the ſaid jointure lands of the ſaid lady *C.* was chargeable; and after the ſaid mortgage, portions and maintenance-money ſhould be reſpectively paid off, as aforeſaid; then the ſaid mortgage and ſecurities for the ſaid portions and maintenances ſhould be aſſigned over, in truſt for the ſaid *J.* lord *J.* for his life, and afterwards in truſt for the ſaid lady *C. J.* for her life, to protect her ſaid jointure; and afterwards in truſt for the iſſue male of the ſaid *J.* lord *J.* by the ſaid lady *C.* his wife; and for want of ſuch iſſue male, then in truſt for ſuch perſons and in ſuch manner as the ſaid *J.* lord *J.* by writing or will ſhould appoint; and for want of ſuch appointment, then in truſt for the ſaid *J.* lord *J.* his executors, adminiſtrators and aſſigns; and upon further truſt, in the ſaid indenture of the ſaid, &c. contained, for the raiſing of the further ſum of 1000*l.* out of the ſaid lady *C.*'s eſtate, to be paid to the ſaid *J.* lord *J.* his executors or adminiſtrators (the ſaid ſums amounting together to the ſum of 21,000*l.* *And whereas* the ſaid *J.* lord *J.* by his indenture bearing date the ſaid 28th day of *May*, &c. for and in conſideration that the ſaid lady *C.* by the ſaid laſt mentioned indentures of leaſe and releaſe, and fines, had charged ſeveral caſtles, &c. in the ſaid counties of *M. W.* and *G.* (being her own inheritance) with the ſaid ſum of 21,000*l.* for the uſe of the ſaid *J* lord *J.* in manner therein mentioned, and for other conſiderations therein mentioned, did, in purſuance of the ſaid power to him given in and by the ſaid herein before in part recited ſettlement, limit and appoint unto the ſaid lady *C.* his then wife, all the ſaid barony of *W.* and all and ſingular the ſaid manors, &c. herein before mentioned to be ſituate in the ſaid counties of *S.* and *L.* to hold unto the ſaid lady *C.* for her life, for her jointure, to take effect in poſſeſſion from and after the death of the ſaid *J.* lord *J.* *And whereas* the ſaid *J.* lord *J.* and lady *C.* his then wife, by fine *ſur conceſſerunt*, &c. by them duly acknowledged, and by their indenture dated the fourteenth day of *Auguſt*, &c. did convey all the ſaid barony, manors, lordſhips, lands and hereditaments in the ſaid county of *S.* to the uſe of the ſaid *J.* lord *J.* for life; with remainder to the ſaid *W. H.* and Sir *J. T.* and their heirs, during the life of the ſaid lady *C.* in truſt for his own right heirs; as by the ſaid ſeveral and reſpective indentures, deed-poll and fines, herein before mentioned, relation being thereunto had, may appear: *And whereas* the ſaid *J.* lord *J.* did depart this life, on or about, &c. inteſtate, and without making any appointment or diſpoſition touching the ſaid truſt-eſtate of the ſaid premiſſes in the ſaid county of *S.* which he was ſeized of, to him and his heirs, during the life of the ſaid lady *C.* his wife, or touching the ſaid ſum of 20,000*l.* or the ſeveral terms for years that were to be diſincumbered therewith, and died without

In conſideration whereof *J.* lord *J.* appoints to lady *C* his wife, the barony of *W.* &c. for her jointure,

Both convey all the ſaid barony, &c. in *S.* to the uſe of the ſaid *J.* lord *J.* for life; remainder to truſtees for lady *C*'s life, in truſt for his heirs. *J.* lord *J.*'s death without any diſpoſition of the premiſſes in *S.* or the ſaid 20 000*l.* &c. and without iſſue male, leaving one daughter.

iſſue

issue male of his body, leaving issue only one daughter, *viz. H. L. J.* an infant, now of about the age of ten years, and being indebted at the time of his death by simple contract to the amount of about 6000*l.* *And whereas* the said *C. J.* youngest daughter of the said *G.* lord *J.* died an infant under age, having never been married; whereby her said portion of 3000*l.* merged in the inheritance of the premisses charged with the same: *And whereas* the said *M. J.* attained her age of twenty one years the —— day of, &c. whereby her said portion of 3000*l.* became due and payable, and is since intermarried with *C. D.* esq; *And whereas* the said indenture of settlement, dated, &c. made by the said *G.* lord *J.* aforesaid, as to the said capital messuage, &c. in the said county of *B.* being part of the premisses in the said county of *B.* comprized in the same settlement, was not effectual, in regard that the said *G.* lord *J.* upon his marriage with the said lady *A. J.* had settled the same premisses by indentures of lease and release, dated the, &c. the release being *Tripartite* and made between the said *G.* lord *J.* by his then name of Sir *G. J.* knt. recorder of the city of *London*, of the first part; the *T. B.* Sir *W. T.* and Sir *R. C.* knts. and the said lady *A. J.* by her then name of Dame *A. K.* widow, of the second part; and *J. J.* and *J. M.* esqrs. of the third part, upon himself for his life; remainder to the said *A.* lady *J.* his then intended wife, for her life, for her jointure; with remainder to the heirs male of their two bodies; with remainders to the heirs of their two bodies, with remainder to his own right heirs: And the said *G.* lord *J.* having never levied a fine, or suffered a common recovery of the same premisses, or any part thereof, the said *M.* his daughter, now the wife of the said *C. D.* became intitled to an estate-tail in the same, as heir and only surviving issue of the body of the said *G.* lord *J.* by the said lady *A.* his wife: And the said premisses having been since sold and conveyed by the said *C. D.* and *M.* his wife, unto the right honourable *W.* earl of *P.* the title thereof is no ways intended to be impeached or prejudiced by this act: And the said *G.* late lord *J.* having after the making of his said marriage-settlement purchased the manor of *F.* and divers other farms, lands, &c. in, &c. in the said county of *B.* the same premisses being about the yearly value of 400*l.* are comprized in and conveyed by the said *G.* lord *J.*'s settlement, bearing date, &c. to the uses therein mentioned: *And whereas* upon the decease of the said *J.* lord *J.* without issue male as aforesaid, the said four daughters of the said *G.* lord *J.* viz. the said *M S. M.* and *C.* did take in fourths, and became jointtenants in possession for their lives, with several inheritances to the heirs of their respective bodies in tail, with remainder to the said *H. L. J.* in fee, as heir-general of the said *G.* and *J.* lord *J.* of and in the said manor and premisses in the said county of *B.* so purchased by the said *G.* lord *J.* after the making of the said marriage-settlement; and became likewise jointenants for their lives, with several inheritances to them in tail, with remainder to the said *H. L. J.* in fee as aforesaid, of the reversion expectant on the death of the said lady *C.* in the premisses in the said county of *S.* and also in such part of the said premisses in the said county of *L.* as by the said *G.* lord *J.*'s settlement, dated, &c. is limited to his said daughters in default of issue male of his own body: And the trust-estate of the said premisses in the said county of *S.* of which the said *J.* lord *J.* died seised to him and his heirs, for

His debts.

Death of youngest daughter of *G.* lord *J.* *M. J.* of age and married with *C. D.* esq; *G.* lord *J.*'s settlement, as to part of premisses ineffectual.

Which is since sold by said *C. D.* and *M. J.* which is not to be prejudiced by this act.

Upon the decease of *J.* lord *J.* without issue male, the four daughters aforesaid of *G.* lord *J.* became join-tenants in possession for their lives, with several inheritances to the heirs of them. Bodies in tail.

Remainder to said *H. L. J.* in fee, as heireſs general of ſaid *G.* and *J.* lord *J.*

Premiſſes limited to *G.* lord *J.*'s own right heirs, deſcended to ſaid *H. L. J.* as heireſs general of ſaid *G.* and *J.* lord *J.* ſubject to ſaid mortgage, portions, and mother's jointure.

One of the ſiſters death, three ſurvive and are intitled for lives, but the inheritance falls to ſaid *H. L. J.* lady *C.*'s marriage with lord viſcount *W.*

Mortgagee takes poſſeſſion of mortgaged premiſſes, and exhibits his bill againſt lord viſcount *W.* and *C.* his wife, *H. L. J. W. S.* and *M.* his wife, *S. J. C. D.* and *M.* his wife to foreclose.

Anſwer, inſiſting on portions being paid.

Mortgage and portions decreed to be paid, &c.

Report of monies due.

Mortgage money paid, and mortgage aſſigned.

S. J.'s marriage with *G. H.*

Her death without iſſue.

G. H. adminiſtration intitled

on.

and during the life of the ſaid lady *C.* his wife, deſcended upon his decea unto his ſaid daughter and heir the ſaid *H. L. J.* determinable upon t life of the ſaid lady *C.* and as to ſuch part of the ſaid manor of *D.* a other the premiſſes in the ſaid county of *L.* as by the laſt mention ſettlement were not limited to the ſaid daughters of the ſaid *G.* lord but were limited, (in default of iſſue male of his own body) to his o right heirs; the ſame upon the deceaſe of the ſaid *J.* lord *J.* without iſſ male as aforeſaid, deſcended and came to the ſaid *H. L. J.* as heir gene as well of the ſaid *G.* as of the ſaid *J.* lord *J.* ſubject to the ſaid mortgage portions, and the ſaid jointure of her ſaid mother the ſaid lady *C.* *And where* by the deceaſe of the ſaid *C. J.* her fourth part of ſuch of the premiſ to which ſhe became intitled as aforeſaid, did go in thirds by ſurvivo ſhip, to her three ſurviving ſiſters for their lives; but the inheritan of the ſame fourth part, did fall into the ſaid *H. L. J.* as heir of t ſaid *G.* and *J.* lord *J.* *And whereas* the ſaid lady *C.* is intermarr with the right honourable *T.* lord viſcount *W.* of the kingdom *Ireland*: *And whereas* the ſaid Sir *J. J.* having in the year, & took poſſeſſion of the ſaid mortgaged premiſſes in the ſaid county *L.* exhibited his bill in the high court of Chancery againſt t ſaid lord viſcount *W.* and the ſaid lady *C.* his wife, *H. L. J. W.* and *M.* his wife, *S. J. C. D.* and *M.* his wife, in order to foreclo the equity of redemption of the ſaid manors and premiſſes ſo mo gaged to the ſaid Sir *J. J.* as aforeſaid: And the ſaid ſeveral d fendants to the ſaid ſuit anſwering, and the ſaid *S. J.* and *C. D.* *M.* his wife, in the right of the ſaid *M.* his wife, inſiſting to ha their ſaid portions raiſed and paid them; the ſaid cauſe upon the — day of, &c. came on to be heard; and an account was decreed, a the ſaid lord viſcount *W.* decreed to pay the ſaid mortgage and p tions, and to have the ſaid mortgage, and the ſaid ſeveral terms 99 years and 500 years, aſſigned as he ſhould direct: And the m ter, by his report, dated, &c. reported due to the ſaid *S. J.* for h portion, intereſt and arrears of maintenance, the ſum of 3725*l.* 1*s.* 6 And to the ſaid *M. D.* for her portion, intereſt and arrears of mai tenance to herſelf and her ſiſter *C.* to whom ſhe was adminiſtratrix, th ſum of 4003*l.* 1*s.* 6*d.* And the ſaid maſter, by another report, date &c. reported due to the ſaid Sir *J. J.* upon his ſaid mortgage, fo principal money, intereſt and coſts of ſuit, the ſum of 13,156*l.* 2*s.* 6*d.* over and above what he had received out of the rents and pro fits of the ſaid mortgaged premiſſes: *And whereas* the ſaid ſum o 13,156*l.* 2*s.* 6*d.* ſo reported due to the ſaid *J. J.* as aforeſaid, ha been ſince paid to the ſaid Sir *J. J.* and the ſaid mortgage aſſigned over by the direction of the ſaid lord viſcount *W.* unto *J. M. H. M. J. M. W. F.* and *T. A.* as a ſecurity for the ſaid monies and intereſts. *And whereas* the ſaid *S. J.* did intermarry with *G. H.* eſq; and is ſince dead without iſſue of her body: And the ſaid *G. H.* has taken out letters of adminiſtration to the ſaid *S.* his late wife, whereby he the ſaid *G. H* became intitled to the ſaid portion, and the arrears of intereſt thereof due to the ſaid *S.* his wife, as aforeſaid: And upon the death of the ſaid *S* without iſſue as aforeſaid, her ſaid fourth part of the premiſſes in the ſaid counties of *L.* and *S.* and alſo her ſaid third part of her ſaid ſiſter *C.*'s fourth part in the ſaid premiſſes in the ſaid counties of *L.* and *S.* ſurvived to her ſaid two ſiſters *M.* and *M.* for

their

their lives: But the ſaid *S.*'s fourth part of the ſaid premiſſes in the ſaid county of *B.* and her ſaid third part of her ſaid ſiſter *C.*'s ſhare, or fourth part of the ſaid premiſſes in the ſaid county of *B.* ſurvived only to the ſaid *M.* for her life; the ſaid *M.* as to the ſame premiſſes in the ſaid county of *B.* being the only ſurviving jointenant with her ſaid ſiſter *S.* at her death, by reaſon that the ſaid *M.* had joined with her ſaid huſband *C. D.* in a fine of her part in the ſaid county of *B.* and thereby ſevered her jointenancy as to the ſame premiſſes: But the ſaid *S.*'s fourth part of the inheritance of the premiſſes in the ſaid counties of *B. L.* and *S.* expectant upon the reſpective deceaſes of her ſaid ſurviving ſiſters, did fall into the ſaid *H. L. F.* as heir-general of the ſaid *G.* and *F.* lord *F.* as aforeſaid: *And whereas* 1000*l.* part of the ſaid ſum of 21,000*l.* was raiſed out of the eſtate of the ſaid lady *C.* and paid to the ſaid *F.* lord *F.* in his life-time; but the ſum of 20,000*l.* is not yet raiſed or paid out of the ſaid lady *C.*'s eſtate, but will be perſonal aſſets of the ſaid *F.* lord *F.* *And whereas* the growing intereſt of the ſaid mortgage and portions, and other out-goings out of the ſaid ſeveral premiſſes, will very much leſſen the reſpective values of the ſhares of the ſeveral perſons intereſted therein; neither can the beſt improvement be made of the ſaid ſeveral ſhares of the parties intereſted, in regard the ſame are undivided, and ſubject to ſeveral contingencies; and for that divers queſtions and diſputes have ariſen by reaſon of the doubtful penning of the ſaid *G.* lord *F.*'s ſettlement, dated the ſaid twenty-fifth day of, &c. which are like to occaſion long and expenſive ſuits: *For* the preventing of which ſaid ſuits, and for the raiſing of money for the paying off the ſaid mortgage and portions (which cannot be but by a ſale of the premiſſes; nor can ſuch ſale be effected without the aid of an act of parliament, by reaſon of the infancy of the ſaid *H. L. F.*) and to the intent a good ſales of the premiſſes may be made, and the monies ariſing thereby may be paid and diſtributed in ſuch manner and proportions as herein after is mentioned, your Majeſty's moſt obedient ſubjects, the ſaid *T.* lord viſcount *W.* and the lady *C.* his wife, *H. L. F.* and *M.* his wife, *C. D.* and *M.* his wife, and *G. H.* do moſt humbly beſeech your Majeſty, That it may be *enacted, and be it enacted*, by, &c. That all the ſaid barony, &c. herein before mentioned to be comprized in the ſaid ſettlement of the twenty-fifth of *October*, &c. ſituate and being in the ſaid counties of *B. S.* and *L.* other than and except the ſaid capital meſſuage, &c. comprized in the ſaid marriage ſettlement of the ſeventh day of *June*, &c. and ſo ſold to the ſaid earl of *P.* as aforeſaid, with their and every of their rights, members, and appurtenances, and the fee-ſimple and inheritance thereof, ſhall be from the —— day of, &c. abſolutely and fully veſted; and the ſame hereby, from the ſaid —— day of, &c. are abſolutely and fully veſted in the right honourable *N.* lord viſcount *S.* and *S.* the honourable *D. W.* of *C.* eſq; *F. E.* of *B.* in the county of *N.* eſq; and *W. P. W.* of *Gray's Inn*, in the county of *M.* eſq; and their heirs, to the uſe and behoof of them the ſaid (*Truſtees*) and their heirs, freed and diſcharged from all the uſes, eſtates, truſts, proviſoes, limitations, remainders, reverſions and contingencies, limited and appointed, or declared in the ſaid in part recited ſettlement, of the twenty-fifth day of *October*, &c. and the ſaid deeds poll herein before mentioned,

Her fourth part and third part of the premiſſes in *L.* and *S.* ſurvived to her ſiſters, and her fourth part, &c. in *B.* ſurvived, &c.

1000*l.* paid out of lady *C.*'s eſtate to *F.* lord *F.* but not the remainder 20,000*l.*

Shares of perſons intereſted leſſened by the intereſt in the mortgage, &c.

Likely to be ſuits.

Reaſon of making this act.

Enacted, That the premiſſes in, &c. except, &c. be veſted in truſtees.

(*Truſtees*) freed from uſes, &c. but ſubject to the ſaid mortgage upon truſt to ſell.

mentioned, ſubject nevertheleſs to the ſaid mortgage, upon the tru
and to the intents and purpoſes herein after mentioned, (that is to ſa
upon ſpecial truſt and confidence, that they the ſaid (*Truſtees*) a
the ſurvivors, &c. do and ſhall, ſo ſoon as conveniently they can,
one or more ſale or ſales, ſell, diſpoſe of, and convey all the ſ
barony, &c. herein before mentioned and intended to be hereby v
ed in them the ſaid (*Truſtees*) and their heirs, as aforeſaid, w
their and every of their appurtenances, and the fee-ſimple and in
ritance of the ſame, unto one or more purchaſor or purchaſors:
Clauſe for the ſecurity of purchaſors. to the intent that any purchaſor or purchaſors of all or any part of
premiſſes which the ſaid truſtees are herein before authoriſed to ſe
aforeſaid, may ſecurely enjoy their ſaid purchaſes, *It is hereby fur
enacted*, That the receipt or receipts which ſhall be given by the
tees herein before nominated for the ſale of the ſaid premiſſes, or
ſurvivors or ſurvivor of them, or the heirs or aſſigns of ſuch ſurvi
to the reſpective purchaſors of the premiſſes, or of any part the
for the purchaſe money which ſhall be actually paid for the ſame,
for any part thereof, ſhall be a good and effectual diſcharge both
law and equity to the ſaid reſpective purchaſors; ſo that neither
purchaſor or purchaſors, their reſpective heirs, executors, admini
tors, or aſſigns, or the premiſſes to be ſold, ſhall be liable or reſpon
for any loſs or miſapplication which ſhall or may at any time here
be had or made of all or any part of ſuch purchaſe money; *And*
Application of the money. the monies ariſing by and out of ſuch ſale or ſales, the ſame are
by directed and appointed to be paid, divided and applied by the
1. To pay off the mortgage in various proportions. truſtees herein and hereby before nominated for the making of
ſale or ſales, or the ſurvivors or ſurvivor of them, or the heirs or a
of ſuch ſurvivor, in manner following, (that is to ſay) in the
place, that the ſaid truſtees, out of the monies ariſing by the ſa
ſales of the premiſſes in the ſaid county of *L.* ſhall pay off the ſai
of 13,156*l.* 2*s.* 6*d.* reported due on the ſaid mortgage of the ſai
miſſes in the ſaid county of *L.* to be raiſed and borne in the propor
following, (that is to ſay) the ſum of 8369*l.* 4*s.* (being twelve
thereof, the whole in nineteen equal parts being divided) out of
monies ariſing by ſale or ſales of that part of the manor of *D.* and o
the premiſſes in the ſaid county of *L.* herein before mentioned to h
been limited for want of iſſue male of the ſaid *J.* and *G.* lord *J.* to
right heirs of the ſaid *G.* lord *J.* and 4846*l.* 18*s.* 6*d.* (being ſe
parts thereof, the whole in nineteen equal parts being divided) out
the monies ariſing by the ſale or ſales of the reſidue of the ſaid man
of *D.* and *B.* and other the premiſſes in the ſaid county of *L.* and t
ſaid truſtees, out of the reſidue of the monies ariſing by the ſale or ſa
of the ſaid premiſſes in the ſaid county of *L.* and alſo by the mon
ariſing by the ſale or ſales of the premiſſes in the ſaid county of
2. To pay the charge of this act and truſtees expences. ſhall pay the ſum of 271*l.* 17*s.* for the charges of paſſing this act, a
towards the ſaid truſtees future charges and expences; and ſhall alſo p
the ſaid ſum of 4003*l.* 1*s.* 6*d.* unto the ſaid *M. D.* and the ſaid ſum
3725*l.* 1*s.* 6*d.* to the ſaid *G. H.* their reſpective executors, &c. whi
ſaid three laſt mentioned ſums amount in the whole to the ſum
3. To pay ſaid *M. D.* and *G. H.* 8000*l.* which is to be raiſed and borne in manner following, *viz.* th
ſum of 2352*l.* 18*s.* 6*d.* part thereof, (being ten parts, the whole 8000
in thirty-four equal parts being divided) out of the monies ariſing by

the ſale or ſales of the premiſſes in the county of *S.* and 5647*l.* 1*s.* 6*d.* (being twenty-four parts of the ſaid 8000*l.* the whole 8000*l.* in thirty-four equal parts being divided) out of the monies ariſing by the ſale or ſales of the ſaid manor and premiſſes in the ſaid county of *L.* in the proportions following, *viz.* 3566*l.* 11*s.* 4*d.* (being twelve parts of the ſaid 5647*l.* 1*s.* 6*d.* the whole in nineteen equal parts being divided) out of that part of the manor of *D.* and other the premiſſes in the ſaid county of *L.* herein-before mentioned to have been limited for want of iſſue male of the ſaid *J.* and *G.* lord *J.* to the right heirs of the ſaid lord *J.* and 2080*l.* 10*s.* 2*d.* (the remaining ſeven parts of the ſaid 5647*l.* 1*s.* 6*d.* the whole in nineteen equal parts being divided) out of the money ariſing by the ſale or ſales of the reſidue of the ſaid manors of *D.* and *B.* in the ſaid county of *L.* and in the next place out of the reſidue of the monies ariſing by the ſaid ſale or ſales of the premiſſes in the ſaid county of *S.* ſhall pay the ſum of 4215*l.* 13*s.* 10*d.* to the ſaid lord viſcount *W.* and Sir *J. T.* or the ſurvivor of them, his executors or adminiſtrators, in truſt for the ſaid *H. L. J.* for and in reſpect of her intereſt in the premiſſes in the ſaid county of *S.* during the life of the ſaid lady *C.* her mother, (the ſaid ſum of 4215*l.* 13*s.* 10*d.* being over and above the ſum of 2352*l.* 18*s.* 6*d.* being the proportion which the ſaid premiſſes in the ſaid county of *S.* is to bear for clearing the aforeſaid portions, and charges of this act) and out of the reſidue of the money to be raiſed by the ſale or ſales of the ſaid premiſſes in the ſaid county of *L.* ſhall pay unto the lady *C. W.* her executors, &c. the ſum of 13,707*l.* 7*s.* 8*d.* being as well the value ſet on her ſaid jointure in the ſaid premiſſes in the ſaid county of *L.* being 1900*l. per annum*, for 1463*l.* 8*s.* 6*d.* the monies received by the ſaid Sir *J. J.* out of the rents of the ſaid jointure-eſtate, beyond his growing intereſt, after the death of the ſaid *J.* lord *J.* over and above the ſum of 4873*l.* 3*s.* allowed by her, and deducted for her third part of the ſaid debt, reſted due on the ſaid mortgage, and of the ſaid 1463*l.* 8*s.* 6*d.* ſo as aforeſaid received by the ſaid Sir *J. J.* and over and above 1882*l.* 17*s.* allowed by her for the third part of the ſaid 5647*l.* 1*s.* 6*d.* the proportion charged on the ſaid premiſſes in the ſaid county of *L.* towards the portions, and for the charges of paſſing this act, and the ſaid truſtees future charges and expences; which ſaid ſum of 13,707*l.* 7*s.* 8*d.* is to be raiſed and borne out of the ſaid premiſſes in the ſaid county of *L.* in the proportion following, (that is to ſay) the ſum of 8657*l.* 12*s.* 4*d.* being twelve parts of the ſaid ſum of 13,707*l.* 7*s.* 8*d.* the ſame being in nineteen equal parts divided) out of that part of the ſaid manor of *D.* and other the premiſſes in the ſaid county of *L.* before mentioned to be intailed; and the ſum of 5050*l.* 5*s.* 4*d.* (being ſeven parts of the ſaid ſum of 13,707*l.* 7*s.* 8*d.* the ſame being in nineteen equal parts divided) out of the reſidue of the ſaid manor of *D.* and the ſaid manor of *B.* and premiſſes in the ſaid county of *L.* before mentioned to be intailed; and alſo out of the monies to be raiſed by the ſale or ſales of the premiſſes hereby directed to be ſold in the ſaid county of *S.* the ſaid (*truſtees*) or the ſurvivors or ſurvivor of them, ſhall pay unto *R. D.* of, &c. and *H. G.* of, &c. or the ſurvivor of them, his executors or adminiſtrators, in truſt for the ſole and ſeparate uſe of the ſaid *M. S.* the ſum of 2666*l.* 13*s.* 4*d.* in reſpect of her title to two-thirds of the ſaid premiſſes in the county of *B.* for her life; and unto

4. To pay money in truſt for *H. S. J.*

5. To pay lady *C.*

6. To pay to truſtees for the uſe of ſaid *M. S.*

J. D.

J. D. of, &c. and *R. L.* of, &c. or the ſurvivor of them, his exec
tors or adminiſtrators, in truſt for the ſole and ſeparate uſe of the ſa
7. The like of ſaid *M. D.* *M. D.* her executors or adminiſtrators, the ſum of 1333*l.* 6*s.* 8*d.* in
ſpect of her title to the remaining premiſſes in the ſaid county of
for her life; and as to the reſidue of the monies to be raiſed by the ſ
or ſales of the ſame premiſſes in the ſaid county of *B.* the ſaid (*tr*
tees) or the ſurvivors, &c. ſhall pay two fourth parts thereof to t
ſaid lord viſcount *W.* and Sir *J. T.* or the ſurvivor of them, his exe
8. In truſt for *H. L. J.* tors or adminiſtrators, in truſt for the ſaid *H. L. J.* her executors
adminiſtrators; and ſhall pay one other fourth part thereof to the ſ
R. D. and *H. G.* or the ſurvivor of them, his executors or adminiſ
9. *M. S.* tors, in truſt for the ſole and ſeparate uſe of the ſaid *M. S.* and
alſo pay the remaining fourth part thereof to *J. D.* and *R. L.* or t
ſurvivor of them, his executors or adminiſtrators, in truſt for the ſ
10. *M. D.* and ſeparate uſe of the ſaid *M. D.* her executors and adminiſtrato
and as to all the reſidue of the monies to be raiſed by the ſale or ſa
of that part of the manor of *D.* and other the premiſſes in the ſa
county of *L.* herein before mentioned to have been limited for want
iſſue male of the ſaid *J.* and *G.* lord *J.* to the right heirs of the ſa
G. lord *J.* the ſaid (*truſtees*) or the ſurvivors, &c. ſhall pay the ſame
the ſaid lord viſcount *W.* and Sir *J. T.* or the ſurvivor of them,
11. *H. L. J.* executors or adminiſtrators, in truſt for the ſaid *H. L. J.* her exe
tors or adminiſtrators: and as to all the reſidue of the monies ari
by the ſale or ſales of other the premiſſes in the ſaid counties of *L.*
S. the ſaid (*truſtees*) or the ſurvivors, &c. ſhall pay the ſame as follo
eth, *viz.* two fourth parts thereof to the ſaid lord viſcount *W.* and
J. T. or the ſurvivor of them, his executors or adminiſtrators, in tr
for the ſaid *H. L. J.* and one other fourth part thereof to the
R. D. and *H. G.* or the ſurvivor of them, his executors or admi
trators, in truſt for the ſeparate uſe of the ſaid *M. S.* and the rem
12. *M. S.* ing fourth part thereof to the ſaid *J. D.* and *R. I.* or the ſurvivo
them, his executors or adminiſtrators, in truſt for the ſole and ſepa
13. *M. D.* How the rents, &c. to be applied till premiſſes ſold. uſe of the ſaid *M. D.* her executors or adminiſtrators. *Provided*
ways, that until ſuch ſale or ſales be made as aforeſaid, the truſte
hereby appointed for the ſale of the ſaid reſpective premiſſes, the
heirs and aſſigns, ſhall permit and ſuffer ſuch ſeveral perſons to recei
the rents, iſſues and profits of the ſaid ſeveral premiſſes reſpectivel
as would have been intitled to the ſame, in caſe this act had never be
made: but the ſaid lady *C. W.* is to pay and diſcharge all intereſt r
Intereſt on mortgage. maining due on the ſaid mortgage and portions ſince the time limited
the before mentioned reports for the payment thereof, till the ſa
mortgage and portions ſhall be paid out of the rents and profits of th
ſaid premiſſes charged therewith, or out of the monies hereby directed
The money to be paid to the uſe of *M. S.* not to be liable, &c. to her huſband's debts, &c. be paid to her the ſaid lady *C. W.* *Provided alſo*, and the ſaid mone
hereby directed and appointed to be paid to the ſaid *R. D.* and *H. G.*
or the ſurvivor of them, his executors or adminiſtrators, in truſt for th
ſeparate uſe of the ſaid *M. S.* as aforeſaid, is upon ſpecial truſt and co
fidence that the ſame or any part thereof ſhall not be liable to the co
troul, debts or incumbrances of the ſaid *W. S.* her ſaid huſband, or an
claiming under him, that they the ſaid *R. D.* and *H. G.* and the ſu
vivor of them, his executors, adminiſtrators or aſſigns, ſhall from tim
to time, and all times, put out, apply and diſpoſe of the ſame monie

or any part thereof, to ſuch perſon or perſons, and for ſuch uſes, intents and purpoſes, as the ſaid *M. S.* from time to time, ſeparate and apart from the ſaid *W. S.* her huſband, whether covert or diſcovert, and notwithſtanding her coverture, by any deed or writing, deeds or writings, or by her laſt will and teſtament, or any writing purporting her laſt will and teſtament, to be by her ſealed and delivered or publiſhed, ſhall appoint, direct or declare; and that under ſuch truſts, qualifications, conditions, limitations, powers and agreements, as ſhe the ſaid *M. S.* ſhall, notwithſtanding her coverture, appoint, direct or declare; and for want of ſuch appointment, direction or declaration, and until ſuch appointment, direction or declaration ſhall be made to pay the ſame, and alſo the proceed and encreaſe thereof, to the ſaid *M. S.* her executors or adminiſtrators, to her and their own proper uſe and benefit. *Provided always*, and it is hereby enacted, that all or any of the creditors of the ſaid *W. S.* ſhall have the ſame right to have ſatisfaction of their ſaid reſpective debts, out of the intereſt of the monies ariſing by the ſaid *M. S.*'s ſhare of the ſaid manors, lands and premiſſes, as they could have had out of her ſaid ſhare of the ſaid manors and lands, as if this act had never been made, and not otherwiſe. *Provided further*, and the monies hereby directed and appointed to be paid to the ſaid lord viſcount *W.* and Sir *J. T.* truſtees for the ſaid *H. L. J.* is upon ſpecial truſt and confidence, that they the ſaid lord viſcount *W.* and Sir *J. T.* and the ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhall from time to time, as often as occaſion ſhall require, put out and diſpoſe of the ſame at intereſt, for the improvement of the ſame, and for the benefit and advantage of the ſaid *H. L. J.* and that ſuch monies to be ſo paid in truſt for the ſaid *H. L. J.* or the ſecurities upon which the ſame or any part thereof ſhall be placed out as aforeſaid, ſhall be paid or aſſigned over unto the ſaid *H. L. J.* at her age of twenty-one years or day of marriage, which ſhall firſt happen; and in caſe of her death before her ſaid age of twenty-one years or marriage, then the ſame to be paid or aſſigned unto her executors or adminiſtrators: *And*, for the preventing of all controverſies touching the ſaid 20,000*l.* to be raiſed out of the ſaid eſtate of the ſaid lady *C.* as aforeſaid: *It is hereby declared and enacted*, That the ſame ſhall be taken and deemed to be part of the perſonal aſſets of the ſaid *J.* lord *J.* and liable to pay his debts, and reimburſe the ſaid lady *C. W.* the ſaid ſums of 4873*l.* 3*s.* 8*d.* and 1882*l.* 17*s.* 2*d.* being deducted and allowed by her out of the value of her jointure and rents received by Sir *J. J.* towards diſcharging the ſaid mortgage and portions, and the ſurplus thereof diſtributable, according to the Statute of diſtribution. *Provided always, and it is enacted*, by the authority aforeſaid, That the ſaid lord viſcount *S.* &c. and all other the truſtees in this act before named, and every of them, their ſeveral heirs, executors and adminiſtrators, ſhall and may in the firſt place deduct all the coſts and charges which they or any of them ſhall be reſpectively put unto, in relation to the execution of the truſts hereby in them reſted or declared, or any of them, out of the rents, iſſues and profits of the ſeveral premiſſes, or any part thereof, until ſale, or out of the monies ariſing by the ſaid ſale or ſales, or out of their reſpective ſaid monies or any part thereof; and that they the ſaid ſeveral and reſpective

How the ſame ſhall be applied.

What liable to the huſband's debts.

The money to be paid for *H. L. J.* to be put out till ſhe is of age or marries.

The 20,000*l.* to be raiſed out of lady *C.*'s eſtate, deemed aſſets of lord *J. J.* and liable to pay his debts and reimburſe lady *C.* the money allowed out of her jointure.

Truſtees may deduct charges, &c.

herein before mentioned, until and to the intent the ſaid portions and maintenances ſhall be thereby or otherwiſe fully raiſed and paid: *And further* that the ſame manors and premiſſes ſhall, according to a codicil intended to have been annexed to the ſaid will, be, and they are hereby charged with the yearly payment of 100*l.* a-piece to the ſaid *G.* and *R.* reſpectively, during their reſpective lives, at the ſaid feaſts of, &c. without any defalcation, &c. the firſt payment thereof to begin and be made at ſuch of the ſaid feaſt-days as ſhall next happen after they ſhall attain their reſpective ages of 21 years; and in caſe the ſaid ſeveral yearly rents of 100*l.* or either of them, ſhall be behind or unpaid by the ſpace of 40 days next after either of the ſaid feaſt-days whereon the ſame ought to be paid as aforeſaid, it ſhall and may be lawful for the ſaid *G.* and *R.* reſpectively, and their reſpective aſſigns, into the ſaid manors and premiſſes, or any part thereof, to enter and diſtrain, and the diſtreſs and diſtreſſes then and there to ſecure on the premiſſes, or to take, lead, drive, and carry away, ſell or diſpoſe according to law, towards ſatisfaction and full payment of the ſaid reſpective yearly rents, and the arrearages thereof: *And be it further enacted* by, &c. that from and after the ſeveral deceaſes of the ſaid Sir *R. H.* and *T. H.* without heirs male of their ſeveral and reſpective bodies coming, the ſaid manors and premiſſes to them reſpectively deviſed as aforeſaid, and which are not contained in the ſaid ſettlement, ſhall veſt in, and be held and enjoyed by the ſaid *G.* and the heirs male of his body; and for default of ſuch iſſue by the ſaid *R.* and the heirs male of his body; and for default of ſuch iſſue, the ſaid *E. M. S. N.* and *T.* and the daughters of the ſons of the ſaid Sir *T. H.* and their heirs for ever; *Saving* to the King, &c. and to the ſaid dame *E.* and to *S. B.* wife of *T. B.* eſq; and to *A. H.* ſiſters to Sir *R. H.* long ſince deceaſed, and aunts to Sir *T. H.* alſo deceaſed, and all and every other perſon, &c. (other than the ſeveral ſons and daughters of the ſaid Sir *T. H.* and their reſpective heirs and aſſigns) all ſuch eſtate, &c,

And chargeable, &c.

Clauſe of diſtreſs.

After the deceaſe of the ſons born before the will without heirs male.

Premiſſes to go to the ſons born after the will, &c. ſaving, &c.

An Act for better enabling the Honourable J. B. *Eſq; to raiſe Portions for his younger Children.*

WHEREAS by indenture *tripartite*, bearing date, &c. made between *J. B.* eſq; (by the name and deſignation of the honourable *J. B.* of *S.* &c. ſecond ſon of the right honourable the earl of *A.*) and *E.* wife of the ſaid *J. B.* of the firſt part, Sir *W. H.* of, &c. and *J. R.* of, &c. of the ſecond part, and *R. R.* of, &c. and *W. S.* of, &c. of the third part, and a fine *ſur conuſance de droit come ceo*, &c. thereupon had and levied, all that, &c. in the county of *L.* whereof or wherein the ſaid *E.* or any others in truſt for her, had any eſtate of freehold or inheritance in poſſeſſion, &c. or had any eſtate whatſoever in law or equity, were limited and ſettled to the uſes, intents and purpoſes, and upon the truſts, and with and under the proviſoes, powers, charges and limitations following, *viz.* To the uſe of the ſaid *J. B.* and *E.* his wife, for and during the term of their natural lives, and the longer liver of them, without impeachment of or for any manner of waſte; and after the determination of their ſaid eſtates, to the uſe of the ſaid Sir *W. H.* and *J. R.* their heirs and aſſigns, for and during the na-

Recital of a ſettlement of lands

to the uſe of *J. B.* and *E.* his wife for their lives, then to truſtees for 500

tura

ſon R. 100*l.* per ann. *till* 17 *years old, and afterwards* 300*l.* per ann. *till* 21; *and to his ſon* T. 60*l.* per ann. *till* 17, *and from thence* 120*l.* per ann. *till* 21; *and to each of the ſaid daughters* 40*l.* per ann. *till* 18 *years old, and from henceforth* 100*l.* per ann. *till they ſhould reſpectively marry.*) *And whereas* the ſaid Sir *T. H.* had, after making of the ſaid will, two ſons, *G.* and *R.* from whom no proviſion is thereby or otherwiſe made, nor for the maintenance of *T.* (wh was alſo born after the making the ſaid will) until her portion become payable; and it being doubtful whether in ſtrictneſs of law the ſaid Sir *T. H.* (by reaſon of the ſettlement herein after mentioned) had power by his will to diſpoſe of the profits of ſome part of the ſaid manors and premiſſes during the minority of his eldeſt ſon, as by the ſaid will is intended: *Wherefore*, and for the better providing and ſecurity of the portions and maintenances of the daughters and younger ſons of the ſaid Sir *T. H.* and the ſettling and aſſuring of the eſtate deviſed by the ſaid will upon the iſſue-male of the ſaid Sir *T. H.* born after the making thereof; *May* it pleaſe your moſt excellent Majeſty, That at the humble petition of dame *E.* relict of the ſaid Sir *T. H.* and of Sir *N. Le S.* bart. *R. W.* eſq; *H. O.* eſq; and *R. B.* doctor in phyſic, executors of the laſt will and teſtament of the ſaid Sir *T. H.* It may be *enacted, and be it enacted* by, &c. that the ſaid Sir *N. Le S. R. W.* eſq; *H. O.* and *R. B.* their executors and adminiſtrators, ſhall and may during the reſpective minorities of the ſaid Sir *R. H.* and *T. H.* receive and take all the rents, iſſues and profits of the ſaid manors and premiſſes to them reſpectively limited as aforeſaid, (other than ſuch parts thereof as are the jointure of the ſaid dame *E. H.* for ſo long time as ſhe ſhall live) and diſpoſe the ſame for and towards the raiſing of portions and maintenances for the ſons and daughters of the ſaid Sir *T. H.* as in the ſaid will is expreſſed: and thereout alſo to pay and allow unto the ſaid *T.* the yearly ſum of 40*l.* until ſhe ſhall attain the age of 18 years, and from thenceforth 100*l.* yearly until ſhe ſhall be married, and the ſum of 2000*l.* at her day of marriage or age of 21 years, which ſhall firſt happen; but in caſe ſhe die unmarried, ſuch ſum to revert to the ſaid Sir *R. H.* and to the ſaid *G.* and *R.* towards their reſpective educations and maintenances, each of them the ſum of 40*l.* yearly, till they ſhall attain their reſpective ages of 17 years, and afterwards 80*l.* yearly, until they ſhall attain their ſeveral and reſpective ages of 21 years; the ſaid ſeveral maintenances to be reſpectively payable and paid to the ſons and daughters of the ſaid Sir *T. H.* at the feaſts of, &c. the firſt payment, &c. *And be it further enacted* by, &c. that in caſe the rents and profits of the ſaid manors and premiſſes to be received as aforeſaid, ſhall (with the overplus of the perſonal eſtate of the ſaid Sir *T. H.* which is to be applied for that purpoſe) not be ſufficient to pay and ſatisfy the ſaid maintenances and portions; that it ſhall and may be lawful to and for the ſaid executors of the ſaid Sir *T. H.* or the ſurvivors or ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivors, and they have hereby full power and authority to receive and take the rents, iſſues and profits, and otherwiſe diſpoſe by mortgage or ſale of ſuch the ſaid manors and premiſſes as are not compriſed in the ſettlement made by the ſaid Sir *T. H.* bearing date, &c. wherein the jointure of the ſaid dame *E.* is ſettled, and other than the ſaid manors and premiſſes in *H.* and *S.* aforeſaid, as they ſhall think fit: *Subject nevertheleſs* to the annuities herein

Children born after the will.

Doubtful whether Sir *T. H.* could make ſuch will.

Wherefore, to provide portions for younger children, and ſettling eſtate on his iſſue male born after the will:

It is enacted that his executors, during the minorities of Sir *R. H.* and *T. H.* may receive rents, &c. to pay the portions, &c.

And in caſe ſuch rents, &c. with the overplus of the perſonal eſtate ſhall not be ſufficient, the executors may take the profits, mortgage or ſell premiſſes.

Subject, &c.

A power to revoke to uſes and limit new ones.

ſpective portions: and (amongſt other things) it is provided, that if there be no ſuch iſſue male as aforeſaid, living at the commencement of the ſaid term of 500 years, or any other child or children then living, beſides one ſon, then the ſaid term of 5000 years ſhould ceaſe and determine, with a power in the ſaid indenture reſerved or limited, for the ſaid *J. B.* and *E.* his wife, jointly to revoke the uſes and truſts aforeſaid, and limit new ones, as by the ſaid indenture, and the records of the ſaid fine doth appear: *And whereas* the ſaid *E. B.* is ſince dead,

E. B. dead, and no appointment made touching the younger children's portions.

and no appointment hath been made touching the portions of ſuch younger children, nor have any the uſes or truſts aforeſaid been revoked or altered in execution of the power for that purpoſe left in the ſaid *J. B.* and *E.* his wife; and at the time of her death the ſaid *E.* left iſſue by the ſaid *J. B.* five ſons and one daughter: namely, the ſaid *W.* her eldeſt ſon, and the ſaid *F.* her ſecond ſon, which *W.* and *F.* have attained their ages of twenty-one years: and alſo *W.* of the age of twelve years, *H.* of the age of eight years, *K.* of the age of ſix years, and *B.* of the age of eighteen years, and no other child: *And foraſmuch* as it would be greatly for the advantage and preferment of the ſaid younger ſons, that the ſaid portions ſhould be made payable to them as they ſhall reſpectively attain to their ages of twenty-one years, and of the ſaid daughter at that age or marriage; and the ſaid *J. B.* and *W. B.* his ſon are deſirous the ſaid 1000*l.* and the ſaid portions, ſhould be ſo raiſed and paid accordingly: but in regard the ſaid reſpective ſums of 4000*l.* and 6000*l.* are by the limitations aforeſaid, contingent, and to be raiſed only in caſe there ſhall be ſome younger child or children living at the time of the commencement of the ſaid term of 500 years in poſſeſſion, which term does not commence till after the death of the ſaid *J. B.* and are then to be applied only for the portion and portions of ſuch younger child or children as ſhall be then living, none of the portions can, by virtue of the truſts aforeſaid, be raiſed or even ſecured or aſcertained in the life-time of the ſaid *J. B.* and ſuch portion or portions will go and be payable only to ſuch younger child or children as ſhall happen to ſurvive him the ſaid *G. B.* which miſchief and inconvenience, by reaſon of the minority of four of the ſaid younger children cannot be remedied without authority of parliament May it therefore, &c. upon the humble petition of the ſaid *J. B. W. B.* and *F. B.* and alſo of the ſaid *W. B. H. B. K. B.* and *B. B.* the infants, by the ſaid *J. B.* their father and guardian, that it may be *enacted, and be it enacted* by, &c. that the ſaid reſpective manors, &c. comprized in the ſaid indenture and fine, from and after the ——— day of ——— &c. ſhall be, and are hereby veſted in the ſaid Sir *W. H.* and *J. R.* their executors, &c. for the term of 1000 years, commencing from the ſaid ——— day of ——— *Nevertheleſs upon the truſts*, and to and for the intents and purpoſes hereafter limited and expreſſed, (that is to ſay) upon truſt that they the ſaid Sir *W. H.* and *J. R.* and the ſurvivor of them, his executors, &c. ſhall and do, with all convenient ſpeed, by and with the conſent of the ſaid *J. B.* (if living) by mortgage, &c. of all or any part of the ſaid term of 1000 years, of all or any part of the ſaid manors, &c. hereby in them veſted, raiſe in the firſt place the ſaid ſum of 1000*l* and in the next place the ſaid ſum of 6000*l.* and the charges and expences in or about this act, and the execution of the truſts hereby directed; which ſaid reſpective ſums of 1000*l.* and 6000*l.* ſo reſpectively

Advantage of preferring the younger children.

The father and eldeſt ſon are deſirous that the 1000*l.* and the portions ſhould be raiſed and paid, of ſuch as are then living.

To remedy ſuch inconvenience,

It is enacted, that premiſſes be veſted in truſtees for 1000 years to raiſe the ſaid 1000*l.* the ſaid 6000*l.*

to

al lives of the ſaid *J. B.* and *E.* his wife, and the longer liver of them, to the intent to preſerve contingent uſes; and from and after the ceaſe of the ſaid *J. B.* and *E.* to the uſe of the ſaid Sir *W. H.* and *J.* their executors, &c. for the term of 500 years next enſuing the th of the ſaid *J. B.* and *E.* his wife, upon the truſts, and to the in- and purpoſes in the ſaid indenture declared touching the ſame; after the expiration or other determination of the ſaid term of 500 to the uſe of *W. B.* firſt ſon of the ſaid *J. B.* and *E.* his wife, the heirs male of his body iſſuing; and for default of ſuch iſſue, uſe of *J. B.* ſecond ſon of the ſaid *J. B.* and *E.* his wife, and heirs male of his body iſſuing; and for default of ſuch iſſue, to the of the third, &c. And as touching and concerning the ſaid term 500 years limited to the ſaid Sir *W. H.* and *J. R.* their executors, &c. aforeſaid, the ſame is by the ſaid indenture declared to be upon truſt, to the intent, that they the ſaid Sir *W. H.* and *J. R.* their execu- &c. by leaſing, mortgaging, or by ſale or ſales of the ſaid ma- &c. or of any part or parcel thereof, and of all their ſaid eſtate to any perſon or perſons whatſoever, for any term or number as to them ſhould ſeem meet, or otherwiſe ſhould, immediate- after the deceaſe of them the ſaid *J. B.* and *E.* his wife, raiſe and levy ſaid ſum of 1000*l.* to be paid to ſuch perſon or perſons as the ſaid ſhould by any writing under his hand and ſeal, or by his laſt will or appoint; and from and after the raiſing the ſaid ſum, or in de- of ſuch appointment as aforeſaid, then upon this further truſt and ence, that in caſe there ſhould be any iſſue male of the body of ſaid *J. B.* and *E.* his wife, and one or more other child or children ſaid *J. B.* and *E.* his wife, living at the time of the commence- of the ſaid term of 500 years in poſſeſſion, then upon truſt, that the ſaid Sir *W. H.* and *J. R.* their executors, &c. ſhould by leaſ- mortgaging, or by ſale or ſales of the ſaid manors, &c. and pre- ſo to them limited for 500 years, or of a competent part thereof, by and with the rents and profits thereof, raiſe and levy for the por- and portions of all and every ſuch child and children, (other than except the eldeſt iſſue male of their bodies then living, who would entitled to the freehold of the ſaid premiſſes, by virtue of the limita- aforeſaid) ſuch ſum and ſums of money, and at ſuch time or times, in ſuch parts or portions, as the ſaid *J. B.* and *E.* his wife, at any or times during their joint lives, by any writing or writings under hands and ſeals, atteſted by three or more credible witneſſes, direct, limit or appoint; and in default of ſuch direction, limi- or appointment, then to raiſe and levy by the ways and means ſaid, or either of them, the ſums herein after-mentioned, *viz.* If one ſuch child, (not being entitled to the freehold) the ſum of l. and if more than one, then the ſum of 6000*l.* equally to be di- between them: ſuch reſpective portions to be paid to the younger or ſons at his or their reſpective age of 21 years, and to every ter at the like age or day of marriage, which ſhould firſt hap- but upon this further truſt, that until ſuch portions ſhould re- ively become payable, they the ſaid Sir *W. H.* and *J. R.* their tors, &c. ſhould, out of the profits of the ſaid premiſſes, raiſe for maintenance and education of ſuch child or children, ſuch ſums of y as they ſhould think fit, not exceeding the intereſt of their re-

years, and after that term to the uſe of the firſt, &c. ſon.

The ſaid term is declared to be upon truſt to raiſe 1000*l.* to be paid according to appointment.

Portions for younger children.

ſpective

from and after his deceaſe, to the uſe of the ſaid *W. B.* and the h
male of his body; and for default of ſuch iſſue, to the uſe of the ſ
E. B. and the heirs male of his body: and for default of ſuch iſſue,
the uſe of the heirs of the body of the ſaid *J. B.* on the body of the ſ
E. his wife begotten; and for default of ſuch iſſue, to the uſe of t
right heirs of the ſaid *J. B.* for ever. *Provided always, and it is he*
enacted and declared, That the ſaid reſpective portions and ſums of
ney hereby directed and appointed to be raiſed, ſhall be, and are h
by declared to be, in ſatisfaction and diſcharge of all ſum and ſum
money, which the daughter and younger ſons of the ſaid *J. B.* and
his late wife, or the executors and aſſigns of the ſaid *J. B.* ſhall
might claim, or be any ways intitled to, at or after commencement
the ſaid term of 500 years, out of all or any the manors, &c. by vi
of the ſaid term of 500 years, or the truſts thereof declared: *And*
hereby further enacted, by the authority aforeſaid, That the ſeveral t
tees by this act named, and every of them, their and every of their
cutors, &c. ſhall be, and are hereby indemnified and ſaved harmleſs,
every ſale or mortgage which ſhall be made, and for every ſecu
which ſhall be taken in purſuance of this act, ſo as ſuch ſales, m
gages or ſecurities reſpectively, be made or taken with the conſent
approbation of the ſaid *J. B.* teſtified in writing under his hand,
living; and in caſe of his death, then with the conſent and appro
tion of the ſaid *W. B.* if living; and that it ſhall and may be lawfu
and for the ſaid truſtees by this act named, and the ſurvivor, &c. o
the monies which ſhall come to his and their hands, by virtue of thi
in the firſt place, to pay and diſcharge all coſts and charges in and a
paſſing this act, and in the next place, retain, deduct and ſatisfy
him and themſelves, all ſuch charges and expences as they or eithe
them ſhall be put unto, or any wiſe ſuſtain in paſſing this act, or
thing relating thereto, or in execution of the truſts herein declar
contained; and that none of the truſtees by this act named, no
executors or adminiſtrators of either of them, ſhall be anſwerable o
countable for any ſum or ſums of money whatſoever, but ſuch as h
they ſhall reſpectively actually receive, and not one of them for th
ceipts, acts or defaults of another of them, but each of them for
own acts, receipts and wilful defaults only, and not otherwiſe. *P*
vided, and it is hereby further enacted by the authority aforeſaid, T
the receipt or receipts of the ſaid truſtees, or the ſurvivor of them,
of the executors or aſſigns of ſuch ſurvivor, ſhall from time to time b
ſufficient acquittance and acquittances, diſcharge and diſcharges, to
mortgagee or mortgagees, purchaſor or purchaſors, for ſuch ſum
ſums of money as he or they ſhall advance, lend or pay upon ſuch mo
gage or mortgages, or for ſuch purchaſe or purchaſes reſpectively, n
withſtanding the ſeveral truſts herein before limited and appointed,
and concerning the ſaid monies ſo to be raiſed by ſuch mortgages
ſales aforeſaid; and that no miſapplication, want of application,
other loſs or embezzlement of the ſaid monies ſo to be advanced
paid upon ſuch mortgages, or for ſuch purchaſe or purchaſes, or of a
part or parcel thereof, ſhall in any wiſe affect or be hurtful, or preju
cial to any ſuch reſpective mortgagee or mortgagees, purchaſor
purchaſors; but that every ſuch mortgagee or mortgagees, purcha
or purchaſors, ſhall hold and enjoy the manors, lands and hereditam
mea

Proviſo that the ſaid portions are in full ſatisfaction.

Indemnity of the truſtees acting according to the direction of *J. B.* and his eldeſt ſon, &c.

Coſts and charges to be allowed, &c.

Truſtees receipts good to purchaſors, &c.

ments, which ſhall be ſo mortgaged or purchaſed as aforeſaid; against the ſaid *J. B.* and the heirs male of the body of the ſaid *J. B.* on the body of the ſaid *E. B.* begotten, and againſt the heirs of the ſaid *J. B.* and the ſaid *E. B.* and againſt the heirs of either of them, and all perſons claiming any eſtate or intereſt therein, by virtue of the ſaid term of 500 years, or of the ſaid indenture and fine, as aforeſaid; any thing in the ſaid recited indenture and fine contained to the contrary notwithſtanding: *Saving nevertheleſs* to the King, &c. other than and except the ſaid *J. B.* and his heirs, and the heirs of the ſaid *E.* his wife, the ſaid *W. B.* and the heirs male of his body; *J. B. W. B. H. B. K. B.* and the heirs male of their reſpective bodies, and the heirs of the body of the ſaid *J. B.* and *E.* his wife, and the ſaid *B. B.* and her heirs, and the ſaid Sir *W. H.* and *J. R.* their executors, adminiſtrators and aſſigns, in reſpect of the ſaid term of 500 years, veſted in them by the ſaid recited indenture and fine, and all and every perſon and perſons, any eſtate, &c. in truſt, and for the benefit only of the parties before excepted, or any of them, by virtue of the ſaid recited indenture and fine) all ſuch right, &c. Saving, &c.

An Act to enable the Truſtees of W. E. *an Infant, to ſell Part of his Eſtate; for Payment of his Father's Debts on Specialties.*

WHEREAS *W. E.* late of, &c. eſq; deceaſed, (father of the ſaid infant) being in his life-time ſeiſed in fee-ſimple of and in the manor, &c. did on the ——— day of, &c. make his laſt will and teſtament in writing, and thereby give and deviſe unto, &c. (*truſtees*) all his manors, &c. of what nature or quality ſoever, and alſo all his perſonal eſtate whatſoever, in truſt, that they the ſaid truſtees ſhould keep his ſon the ſaid *W. E.* to whom he committed his tuition until he ſhould attain the age of 21 years, ſo much for his maintenance and education as they ſhould think fit, until his age of 16 years (he being now 9 years old) and from that time to pay him out of the rents and profits of the ſaid real and perſonal eſtate 200*l per annum*, quarterly, clear of all taxes, until his age of 21 years; and alſo pay 250*l. per annum*, quarterly, clear of all taxes, unto Mrs. *M. R.* for the maintenance and education of *B.* and *E. E.* (the ſaid teſtator's daughters) until they reſpectively attain their age of 18 years, (one of them being now the age of 9 years, and the other of the age of 7 years) and then raiſe and pay to the ſaid *B.* and *E.* out of the ſaid eſtate, 2,500*l* a-piece: and if either of them died before ſuch age, then to pay the ſurvivor of them 4000*l.* And the ſaid teſtator committed the tuition and education of his ſaid daughters to the ſaid *M. R.* (their aunt.) *And whereas M. B.* aunt to the ſaid *B* and *E. E.* is and was the perſon intended by the ſaid teſtator in his ſaid will, altho' the name of *M. R.* was by miſtake inſerted in the ſaid will inſtead of *M. B.* to whom the teſtator intended to deviſe the tuition of the ſaid daughters, together with the ſaid annual ſum of 250*l.* for their maintenance and education: *And whereas* the ſaid *M. B.* hath by indenture, bearing date, &c. and duly executed under her hand and ſeal, ſurrendered and aſſigned unto the ſaid *J. E.* the guardianſhip, tuition and education of the ſaid *B.*

Recital of the father's will, whereby he deviſes his eſtate, in truſt for the maintenance and education of his only ſon; and provides for the tuition and maintenance of his daughters.

Miſnomer in the will of guardian's name.

Aſſignment of guardianſhip of the daughters.

and *E. E.* and alſo the ſaid yearly ſum of 250*l.* and the reception thereof and all her right, title and intereſt of, in and unto the ſame: *And whereas* the ſaid teſtator alſo willed that the ſaid truſtees ſhould convey and aſſign unto his ſaid ſon (when of the age of 21 years) and his heirs all his ſaid eſtate; but if he died before ſuch age without iſſue, then he deviſed all his eſtate to his ſaid daughters, except, &c. which he in ſuch caſe gives to his brother *J. E.* and his heirs: *And whereas* the ſaid teſtator at his death did owe unto *W. M.* of, &c. and others, upon ſeveral mortgages of part of his eſtate; and alſo by bonds, ſeveral ſums of money, which are eſtimated to amount in the whole to the ſum of 61[illegible] principal money, beſides a great arrear of intereſt; and was then alſo indebted to ſeveral other perſons, by books and ſimple contract, ſeveral other ſums of money, eſtimated to amount in the whole to the ſum of 1959*l.* and made no proviſion by his ſaid will for payment of any of the ſaid debts: *And whereas* the ſaid teſtator's perſonal eſtate amounts, by eſtimation, to no more than 1261*l.* which not being ſufficient to diſcharge the ſaid book debts, his creditors by ſpecialties do inſiſt to have a ſatisfaction for the ſaid 6135*l.* with the intereſt thereof, out of his real eſtate, which cannot be done without ſelling ſome part thereof: and no ſale can be made by reaſon of the infancy of the ſaid children, but by the authority of parliament; and foraſmuch as the ſpeedy payment of all the ſaid debts will be of great advantage to the ſaid *W. E.* the infant, whoſe eſtate will otherwiſe be greatly reduced by a continued intereſt for the ſaid debts: *In* conſideration whereof, the ſaid *W. E.* the infant, by the ſaid *J. E.* his grandmother and guardian, doth moſt humbly beſeech your moſt excellent Majeſty, That it may be *enacted and it is enacted* by, &c. That they the ſaid truſtees, *J. E. T. G. W.* and *T. G.* and their aſſigns, and the ſurvivors, &c. ſhall and may and are hereby fully and effectually enabled and impowered abſolutely to ſell and diſpoſe of the ſaid manor of *S.* &c. and every or any part of the ſaid premiſſes, to the beſt purchaſer or purchaſers that can reaſonably be gotten for the ſame; and with the money ariſing by and from ſuch ſale ſhall pay off and diſcharge all the debts of the ſaid *W. E.* deceaſed, ſecured by mortgages, bonds and other ſpecialties, and all intereſt which now is or ſhall become due for the ſame, as far as the ſaid purchaſe-money will extend and amount unto; and if there be any overplus after ſuch payments as aforeſaid, the ſame ſhall remain in the hands of the ſaid truſtees and the ſurvivors or ſurvivor of them, and the executors, &c. under the ſame truſt as the ſaid premiſſes hereby directed to be ſold are ſubject to by the will of the ſaid teſtator in all things; except that if it ſhall happen that all the debts of the ſaid teſtator, ſecured by mortgage or other ſpecialties, be not yet diſcovered, and that ſome other debt or debts, ſo ſecured, ſhall hereafter be found out, affecting the real eſtate of the ſaid teſtator; in ſuch caſe the ſaid overplus money ſhall be liable to pay off and diſcharge ſuch debt or debts as aforeſaid with the intereſt due thereupon; any thing in this act contained to the contrary thereof in any wiſe notwithſtanding: *And it is hereby further enacted and declared*, that all and every ſuch purchaſer and purchaſers and his and their heirs and aſſigns, ſhall hold and enjoy the ſaid manors hereditaments, and premiſſes, or ſo much thereof as they ſhall reſpectively purchaſe, freed and diſcharged of and from all the right, title intereſt and truſt, which the ſaid infants, *W. E. B. E.* and *E. E.* or any

Teſtator willed the truſtees to convey his eſtate to his ſon (when of age) and his heirs, &c.

Teſtator's debts.

No proviſion made by teſtator for payment thereof.

Account of perſonal eſtate not ſufficient to pay.

Creditors on ſpecialties inſiſt on payment.

It is therefore enacted, that the truſtees ſhall ſell the eſtate of, &c.

Clauſe in favour of purchaſers.

of them, their or any of their heirs, executors or administrators, or any other person or persons claiming or to claim by, from or under them the said *W. B.* and *E. E.* or any of them, or any creditors by specialty of the said *W. E.* the testator, (other than tenants for years in possession under yearly rents) might have or claim, of, in, unto or out of the premises, or any part thereof; and that such purchaser or purchasers shall safely pay his or their purchase-money or purchase monies to the said trustees, or any of them, or the survivors or survivor of them; *(Proviso that trustees shall not be answerable one for the other, and for allowance of charges, &c.* See before.) *Saving* nevertheless, &c. other than creditors by specialty of the said *W. E.* deceased, and the said intended *W. B.* and *E. E.* and their heirs, &c, and all other person and persons claiming or to claim by, from or under them, or any of them, (not being tenants for years in possession under yearly rents) all such claim, &c.

Act for the enabling P. Viscount S. to sell certain Lands and Tenements for the Payment of his Debts.

WHEREAS *P.* viscount *S.* within the kingdom of *Ireland*, coming to the age of 21 years, in the year, &c. and being seised in fee-simple of and in several lordships, &c. in the county of *K.* which descended unto him by the death of, &c. and having before that time married the lady *J.* one of the daughters of the right honourable *R.* earl of *L.* did in —— Term, *Anno Domini*, &c. voluntarily, and without any consideration of money paid by the said earl of *L.* (either before or after his said marriage) levy and suffer a fine and common recovery of the manors of, &c. in the county of *K.* (amongst other things); *and* by a certain indenture, &c. *between*, &c. the use of the said fine and recovery was declared to be, *as* for and concerning the said manors and lordships of *S.* and *B. to the use* of the said *A. S. J. P.* and *C. H.* their heirs and assigns, *upon special trust*, that they might by sale, mortgage or demise, raise the sum of 4000*l* and dispose the same for the payment of the proper debts of the said viscount, then owing; *and* as for the other manors of *S.* and *P. to the use* of the said viscount for the term of 99 years, if he so long lived, without impeachment of waste, and after the determination of that estate, to the said (*trustees*) and their heirs, during the said viscount's life, to preserve the contingent uses, to wit, to the use of the first, &c. sons, &c. daughters, &c. *and* for want of such issue male or female as aforesaid, to the use of the said (*trustees*) and their heirs, *in trust*, that in case the said viscountess survived the said viscount, the said trustees, their, &c. should dispose of the fee-simple of the said manors as the said viscountess should appoint, by deed or last will in writing under her hand and seal, in the presence, &c. and for want of such appointment, to the said viscountess and her heirs; and if the said viscount should survive the said viscountess, then the said trustees should dispose the fee-simple of the said manors, as the said viscount should appoint under his hand and seal: *And whereas* the said *J. P.* and the said *C. H.* refusing to intermeddle in the trust, in pursuance of a decree in the high court of Chancery, made, &c. released their right and interest of and in the

Recital of *P.* viscount *S.*'s being seised, levying and suffering a fine and recovery on marrying lady *J.*

Declaration of the uses.

Two trustees refuse the trust; release thereof to *A.*

Debts.

ſaid manors unto the ſaid *A. S.* and his heirs: *And whereas* the ſa viſcount had in the year, &c. by reaſon of his impriſonment under t late uſurping powers, for his free contribution towards, and loyal e deavours for, the moſt happy reſtoration of his moſt ſacred Majeſ king *Charles* the Second, to this kingdom, and by reaſon his debt amounting to 4000*l.* and upwards, which ſhould have been paid t the ſaid *A. S.* out of the ſaid manors, as aforeſaid, were not pai although he the ſaid *A. S.* received the profits thereof, increaſed h debts to the ſum of 10,000*l.* for ſecurity and payment whereof th

Security given.

the ſaid viſcount and viſcounteſs *J.* his wife, and *A. S.* aforeſaid, t advice of learned counſel in the law, by their indenture bearing dat &c. to the intent a fine might be therefore levied, *did* grant, &c. t *T. H.* and his heirs, *all* that reverſion or remainder in fee-ſimple of th ſaid *A. S.* of the manors aforeſaid in the ſaid county of *K.* with th appurtenances, and all the lands, &c. of the ſaid viſcount *S.* to th

Viſcounteſs *J.* dead. Viſcount married to *M.*

ſaid manors belonging: *And whereas alſo* the ſaid viſcounteſs is fin dead, and the ſaid viſcount married unto the right honourable *M* viſcounteſs *S.* daughter of *T. P.* eſq; *And whereas* the ſaid viſcou

Not able to pay debts without an act of parliament.

S. hath not any conſiderable perſonal eſtate wherewith to ſatisfy h ſaid debts, nor any lands whereof he can make ſale towards th diſcharge thereof, nor will be any ways able to extricate himſelf fro ſo great a miſchief without the aſſiſtance of an act of parliament t enable him to ſell part of his lands ſo ſettled as in the firſt mentione indenture is contained: *And whereas* ſince the ſettlement aforeſai and ſince the ſaid fine and recovery levied and ſuffered, and the ſ

A daughter and heireſs born.

veral debts and fines thereupon made, whereby the ſaid debts were ſuch ſort endeavoured to be ſecured, a daughter named *D.* is born t the ſaid viſcount of the body of the ſaid viſcounteſs, inheritable in t by virtue of the firſt ſettlement, notwithſtanding all or any the ſub quent acts: *And whereas* the ſaid *A. S.* has abſented himſelf in ſ

A. S. ran away, has not concurred in raiſing money to pay debts.

foreign parts beyond the ſeas, ever ſince the coming of his ſacred M jeſty into his kingdoms, and has not concurred, by reaſon of his abſence, in ſuch ways and means as by the counſel learned, &c. was viſed, for ſale of part of the ſaid viſcount's lands, or for the paying ſecuring any of the ſaid debts thereby, inſomuch that the ſame debts

Ill conſequence.

daily increaſe by addition of intereſt, that in a ſhort time the ſ viſcount and his family will be in great danger to be ruined, and ſeveral of his creditors be defeated and defrauded of their debts: *M* &c. at the humble ſuit of the ſaid viſcount, as well on the behalf himſelf as of his creditors, to vouchſafe that it may be enacted, *A*

Enacted, that the premiſſes be veſted in new truſtees, to ſell, to raiſe and pay the debts.

be it enacted, by, &c. That the manors, &c. lying, &c. in the county *K.* with their, &c. rights, &c. together with, &c. ſhall from and a the —— day of, &c. be actually veſted and ſettled in *C. H. J. P. O. G.* their heirs and aſſigns, and that from and after the ſaid —— of, &c. they the ſaid (*truſtees*) ſhall be adjudged and taken to be ſe thereof, and of every part, &c. to them and their heirs, and may h and enjoy the ſame free from any eſtates, uſes, limitations, remaind charges or proviſoes, had and made in and by the ſaid indenture *Q dripartite* of the, &c. (other than ſuch annuities, or rent-charges as thereby charged on the premiſſes, and hereafter particularly expreſ and provided for) or in and by the ſaid indenture of bargain and ſale the, &c. to the ſaid *A. S.* and his heirs: *Upon truſt nevertheleſs*, that

ſaid (*truſtees*) and the ſurvivors, &c. ſhall by ſale thereof, or any part thereof, raiſe the ſum of 10,000*l.* of, &c. or ſo much as the ſaid lands will yield, to be ſold for the diſcharge of the ſeveral ſums hereafter mentioned, (that is to ſay) the ſum of, &c. and all ſuch other debts and intereſt as the ſaid viſcount does not owe: *And be it further enacted*, &c. that if any ſum or ſums of money ſhall remain in the hands of the ſaid truſtees, or any of them, from and after the ſatisfaction of the ſaid reſpective debts with intereſt, then the ſaid truſtees, &c. (deducting, &c. expences, &c.) ſhall and are hereby injoined and required to apply and diſpoſe of the ſaid monies ſo remaining in their hands, and the yearly increaſe thereof, after the deceaſe of the ſaid viſcount, to the uſe, uſe, and benefit of ſuch iſſue or heir, to whom the ſaid lands hereby enacted to be ſold, ſhould or ought to have deſcended and come after the death of the ſaid viſcount and viſcounteſs, by the intent and true meaning of the ſaid recited indenture *Quadripartite*; *Provided always*, that nothing herein contained ſhall extend to impeach or make void one rent-charge of, &c. with the arrearages thereof charged upon the premiſſes (among other lands) by the ſaid indenture *Quadripartite*, and payable to, &c. nor to impeach or make void one other rent-charge, &c. but that the ſaid reſpective annuities or rents and arrears ſhall be continued payable and recoverable, according to the purpoſe of the ſaid indenture *Quadripartite*, and as the ſame were and ſhould have been before the paſſing of this act; any thing, &c. notwithſtanding.

Surplus, how to be applied.

Proviſo, that premiſſes ſhall ſtand charged with annuities.

An Act to enable Truſtees to cut and ſell Timber on the Eſtate late of A. H. *Eſq; deceaſed, and for applying the Money thereby ariſing towards Payment of his younger Children's Portions provided by his Marriage-ſettlement, and alſo for transferring certain Eſtates by the ſame Settlement now veſted in* R. N. *Eſq. to other Truſtees on the ſame Truſts:*

WHEREAS *A. H.* late of, &c. (now deceaſed) in conſideration of a marriage to be had between him and *M. B.* one of the daughters of, &c. (and which was accordingly had and ſolemnized between them) by indentures of leaſe and releaſe, the leaſe bearing date, &c. and the releaſe being *quinquepartite* bearing date, &c. and made, or mentioned to be made, between, &c. did convey and ſettle the ſeveral manors and lordſhips of, and certain farms, woods and lands in *H.* &c. and alſo the rectory or parſonage of *N.* &c. unto and upon them the ſaid *R. B.* and earl of *A.* and their heirs, to the ſeveral uſes, intents, and purpoſes therein and herein after mentioned, (that is to ſay) To the uſe of the ſaid *A. H.* and his heirs, until the ſaid intended marriage ſhould take effect and be ſolemnized; and from and after the ſolemnization thereof, to the uſe of the ſaid *A. H.* and his aſſigns, for the term of 99 years, if he ſhould ſo long live, without impeachment of waſte; and from and after the determination of that eſtate, then as to the ſaid rectory, &c. to the uſe of the ſaid *R. B.* and *R. N.* their heirs and aſſigns, upon truſt for raiſing maintenances and portions for the daughters and younger ſons of the ſaid *A. H.* by the ſaid *M.* and from and after the determination of the ſaid term of 99 years, then as

A. H.'s marriage ſettlement.

Uſes to *A. H.* for 99 years, if he lives ſo long; after a rectory, upon truſt to raiſe portions for younger ſons, &c.

to

to all the reſidue of the ſaid premiſſes, to the uſe of the ſaid *M. B.* h
intended wife, for her life; and from and after the deceaſe of t
ſaid *A. H.* and *M. B.* to the uſe of the ſaid *R. B.* and *R. N.* their ex
cutors, adminiſtrators, and aſſigns, for the term of 500 years, upon tru
for the better raiſing the maintenances and portions for the ſaid daughte
and younger ſons: And after the determination of the ſaid term of 5
years, then to the uſe of the firſt, and all other the ſons of the ſaid
H. on the ſaid *M. B.* in tail male; and for default of ſuch iſſue, to t
uſe of the ſaid *R. W.* and *J. H.* their executors, adminiſtrators, a
aſſigns, for the term of 1000 years, upon truſt, for raiſing maintenan
and portions for the daughters of the ſaid *A. H.* by the ſaid *M. B.*
caſe of failure of iſſue male: and after the determination of the ſaid te
of 1000 years, then to the uſe of the ſaid *E. H.* his heirs and aſſigns f
ever: *And whereas* the ſaid *A. H.* in and by the ſaid recited indentu
of releaſe, did bargain, ſell and aſſign unto the ſaid *R. B.* and *R.*
their executors, *&c.* all that, *&c.* to hold the ſame unto the ſaid *R.*
and *R. N.* their executors, *&c.* from thenceforth, for and during
the then reſidue of a term of 21 years thereof, granted to the ſaid
H. by *G.* by indenture dated, *&c.* and the ſaid *A. H.* did alſo by t
ſaid recited indenture of releaſe bargain, ſell and aſſign unto the ſa
R. B and *R. N.* their executors, *&c.* all that, *&c.* to hold unto t
ſaid *R. B.* and *R. N.* their executors, *&c.* unto, and to the uſe
them the ſaid *R. B.* and *R. N.* their executors, *&c.* for and during t
natural lives of Sir *A. H.* Sir *G. D. F.* and *T. T.* and the life of t
longeſt liver of them, by virtue of an indenture of leaſe, bearing da
&c. made and granted by, &c. which ſaid premiſſes in, &c. were ſo
ſigned unto the ſaid *R. B.* and *R. N.* upon truſt alſo, for the bet
raiſing maintenances and portions for the daughters and younger ſo
of the ſaid *A. H.* by the ſaid *M.* *And whereas* the ſaid *A. H.*
virtue of a power to him in that behalf given and granted, did alſo
and by the ſaid recited indenture of releaſe, limit unto the ſaid *M.*
for her life, all that, &c. *And whereas* in and by the ſaid indenture
releaſe it is provided, that if the ſaid *A. H.* ſhould at the time of
deceaſe have any iſſue male by the ſaid *M. B.* and ſhould have a
other child or children by her, then the ſaid *R. B.* and *R. N.* the
heirs, &c. ſhould raiſe the ſum of 5000*l.* for the portion of one daug
ter or younger ſon, if but one; and the ſum of 7000*l.* for the portio
of two; and if more than two, then the ſum of 10,000*l.* for the
portions, as by the ſaid recited indentures of leaſe and releaſe, re
tion, &c. *And whereas* the ſaid *A. H.* is lately deceaſed, and ha
left by the ſaid *M.* his wife, (who is ſtill living) ſeven children, vi
four ſons and three daughters, and the eldeſt is not eight years of a
And whereas there are great quantities of wood and timber, now gr
ing in and upon the woods and lands, conveyed and limited by the ſ
ſettlement, which are now of full growth, and if not ſpeedily felled
cut down, will periſh and decay; and there are other woods wher
the timber trees grow ſo thick, or near each other, that unleſs p
thereof be felled and cut down, the growth of the whole will
ſpoiled or damnified: And therefore the ſaid *A. H.* did within twe
months before his death fell and cut down ſome of the ſaid woods a
timber to a conſiderable value; and did intend yearly to have fel
and cut down more of the ſaid wood and timber, to the like
grea

A term for raiſing portions for younger children.

A term for raiſing daughters portions.

Premiſſes aſſigned in truſt for raiſing portions for the daughters and younger ſons.

A. H. by a power to him granted, limited premiſſes to *M. B.* for life. Proviſo, as to portions of iſſue male, and other children.

Great quantities of wood fit to be cut down.

A. H. before his death did cut ſome, &c.

greater value, and therefore it is the opinion and advice of ſeveral of the neareſt relations of the ſaid *A. H.* that it will be for the advantage of his eldeſt ſon, that ſuch of the ſaid woods and timber on the ſaid lands and grounds as are now of full growth, ſhould be felled and cut down, and that ſuch of the ſaid woods as are too thick, ſhould be thinned and cut for the advantage of the ſame woods, ſo as the monies thereby ariſing be paid unto ſome truſtees, to be by them paid and applied for and towards the portions of the younger children of the ſaid *A. H.* and part of the ſaid ſum of 10,ccc*l.* ſecured to be paid them, as aforeſaid; *Wherefore* your Majeſty's moſt dutiful and loyal ſubject the ſaid *A. H.* for and on the behalf of her eldeſt ſon *A. H.* doth moſt humbly beſeech your moſt excellent Majeſty, that it may be enacted, *And be it enacted by*, &c. that it ſhall and may be lawful for *J. P.* and *M. A.* and the ſaid (*truſtees*) ſhall have power and authority, at any time or times hereafter, during the minority of the eldeſt ſon and heir for the time being, of the ſaid *A. H.* deceaſed, by themſelves, workmen, and agents, to enter and come into and upon the premiſſes, to view the ſaid woods, timber and trees, and to fell, cut down, meaſure, ſquare, and carry away the ſame with carts and other carriages, and for the beſt price that can be got, to ſell all or any part of ſuch wood and timber now growing or being in or upon all or any of the woods, wood lands or other lands, cloſes or grounds (not held by the leaſes aforeſaid conveyed, limited, or ſettled by the ſaid *A. H.* as aforeſaid, as by the ſaid truſtees or the ſurvivors or ſurvivor of them ſhall think fit, ſo as the ſame be not in any regular walks, or near to or contiguous for the ſaid manſion-houſe, called the *G.* and alſo to fell and cut down, meaſure, ſquare, cord, and carry away, as aforeſaid, and in like manner ſell, ſuch other timber and trees as ſhall be thought proper and convenient for thinning the ſaid wood or trees, where the ſame ſhall appear to be or to grow too thick, and thereby obſtruct, hinder or prevent the growth of the ſame woods, timber or trees. *Provided always*, That all and every the ſum and ſums of money to be raiſed and paid for ſuch of the ſaid woods and timber as ſhall be felled and cut and ſold as aforeſaid, ſhall be actually paid unto the ſaid *J. P.* and *M. A.* or the ſurvivors, &c. or to ſuch perſon or perſons as they ſhall for that purpoſe direct or appoint; And it is hereby further enacted by the authority aforeſaid, That it ſhall and may be lawful for, and that the ſaid *J. P.* and *M. A* and the ſurvivors, &c. ſhall have full power and authority, (with the approbation and conſent of the ſaid *M. H.* during her natural life, and afterwards at their own diſcretion) from time to time to place and put out at intereſt, all the monies that ſhall be ſo raiſed and paid for the ſaid wood and timber, on ſuch mortgages or parliamentary or other ſecurities, as they ſhall think fit, until the ſame money ſhall be paid, for or towards the portion or portions of one or more of the ſaid younger children of the ſaid *A. H.* as aforeſaid; and alſo from time to time, until ſuch mortgage or mortgages, or other ſecurity or ſecurities can be found, to pay and depoſit the ſaid monies, or any part thereof, unto and with ſuch perſon or perſons, or in ſuch place or places, for ſafe cuſtody, as they the ſaid truſtees, or the major part of them, ſhall agree upon, and for that purpoſe direct or appoint; and that they the ſaid *J. P.* and *M. A.* ſhall not be anſwerable for, or liable to make good any loſs of any monies that ſhall or may happen in the

Advantage of cutting the ſame.

Enacted, That the truſtees may cut down and ſell the wood.

Provided the money be paid to the truſtees.

Truſtees to put out the money till portions paid to younger children.

Truſtees not to be liable for loſſes.

Coſts to be defrayed.

Truſtees to pay the reſidue of the portions of the younger children.

Recital, *R. B.* dead, *R. N.* ſurvivor.

R. N. unwilling to act in the truſts, but is willing to aſſign the ſame.

Enacted, that premiſſes limited to ſaid *R B.* and *R. N* ſhall now be veſted in the ſaid *J* earl *P.* and *R. H.* to the uſes and truſts in the ſettlement.

the ſale of any wood or timber, or in any ſuch mortgaging, placin out, diſpoſing or depoſiting as aforeſaid; and that they ſhall may defray the charges of this bill, and reimburſe and repay them ſelves reſpectively, all ſuch coſts and charges as they ſhall or ma pay, expend, or be put unto, in or about the execution of th truſts hereby repoſed in them, or any thing relating thereunto, ou of the ſaid truſt-monies, or the intereſt thereof; and that they ſha not be anſwerable for one another's acts, receipts, payments, de faults or miſcarriages; and alſo that they the ſaid *J. P.* and *M. A* do and ſhall pay and apply the ſaid monies, and the intereſt and pro ceed thereof, (after deduction of the coſts and charges aforeſaid) fo and towards the portion or portions of one or more of the ſaid younge children of the ſaid *A. H.* as aforeſaid, and as part, or in full of his, h or their ſhare or proportion of the ſaid ſum of 10,000*l.* ſo ſecured be paid by the ſaid ſettlement, as aforeſaid; the ſame to be paid unt him, her or them, at ſuch time or times, and ſo and in ſuch manner, his, her, or their portion or portions, ſhare or ſhares of the ſaid 10,000 is or are appointed to be paid by the ſaid ſettlement: *And whereas* th ſaid *R. B.* is now deceaſed, whereby the premiſſes reſpectively limite and aſſigned unto them the ſaid *R B.* and *R. N.* their heirs, &c. aforeſaid, are now ſolely veſted in the ſaid *R. N.* by right of ſurvivor ſhip: *And whereas* the ſaid *R. N.* never executed the ſaid deed of ſe tlement, and is now unwilling to act in the truſts thereby repoſed him, but is ready and willing to convey and aſſign the ſaid premiſſes limited and aſſigned unto, and now ſolely veſted in him as aforeſai unto any other perſons, on and under the ſame truſts as are there limited and declared in and by the ſaid deed of ſettlement: *Be therefore further enacted* by the authority aforeſaid, That the re rectory or parſonage of *N.* with the tithes, &c. in and by the ſa recited indenture of releaſe conveyed, limited or aſſigned reſpecti unto them the ſaid *R. B.* and *R. N.* their heirs, &c. reſpectively, now veſted in the ſaid *R. N.* by ſurvivorſhip, and all the eſtate, &c. him the ſaid *R. N.* of, in and to the ſame truſt-premiſſes, ſha from henceforth be veſted and ſettled in and upon, and hereby veſted and ſettled in and upon the ſaid *J.* earl *P.* and *H* their heirs, &c. To have and to hold all and ſingular the ſame pr miſſes, unto the ſaid *J.* earl *P.* and *R. H.* their heirs, &c. reſpectively from henceforth, for and during the ſeveral eſtates, terms and intere therein reſpectively limited, created and aſſigned, in and by the ſai recited indenture of releaſe, upon the ſame truſts nevertheleſs, and and for the ſame uſes, intents and purpoſes, and with the ſame power as are thereof limited, expreſſed, declared and granted, in and by th ſame indenture of releaſe: *Saving*, &c. adminiſtrators and ſucceſſor (other than and except the ſaid *M. H.* and the ſeveral ſons of the ſai *A. H.* and the heirs male of their ſeveral and reſpective bodies; and th heirs in fee-ſimple, or in tail of the ſaid *A H* and alſo except the ſai *R. N.* his heirs, executors and adminiſtrators) all ſuch eſtates, &c.

An Act to amend ſeveral Defects in an Act of Parliament made in the ——— Year of the Reign of, &c. *entitled, An Act to enable* T. B. *Eſq; an Infant, with the Conſent of his Guardians and next Relations, to make a Contract for the Buying in his Mother's Jointure, and to ſell a ſmall Eſtate in* G. A. *in the County of* H. *and likewiſe for the ſecuring and raiſing a Portion for* B. B. *Spinſter, Siſter of the ſaid* T. B. *and for other Purpoſes in the ſaid Act mentioned; and to enable the ſaid* T. B. *to raiſe Monies, and to make Leaſes, for the Purpoſes in the preſent Act mentioned.*

WHEREAS by act of parliament made in the ——— year, &c. intitled an act, &c. (*ut ſupra*) reciting (amongſt other things) that *S. B.* eſq; deceaſed, who was the eldeſt ſon and heir of Sir *T. B.* of, &c. did depart this life, leaving iſſue by *M.* his wife, daughter of the right honourable *G.* late viſcount *G.* deceaſed, and then the wife of *D. C.* eſq; one only ſon named *T. B.* then an infant of about the age of 18 years, and one only daughter named *B. B.* and likewiſe reciting, that the ſaid *B. B.* was left unprovided for; but that the ſaid *T. B.* the infant, by virtue of a marriage ſettlement made upon his late father's marriage, by indenture *quadripartite*, bearing date, &c. and by fine levied purſuant to the covenants in the ſame indenture mentioned, was intitled to an eſtate in tail male in remainder, expectant upon the deceaſe of the ſaid Sir *T. B.* his grandfather, of and in all that the manor of, &c. in the county of *H.* and was likewiſe intitled to an eſtate in tail male in remainder, expectant upon the deceaſe of the ſaid *M.* his mother, of and in all that, &c. in *H.* ſettled by the ſaid indenture of marriage-ſettlement and fine upon the ſaid *M.* for her life, for jointure; and likewiſe reciting, that the ſaid *T. B.* was in treaty with the ſaid *D. C.* and *M.* his wife, for the purchaſing in of her ſaid jointure, to the intent that the ſaid *T. B.* might be thereby enabled to make a ſettlement upon ſuch woman as he ſhould after marry; but that the ſaid *T. B.* was diſabled, by reaſon of his infancy, to perfect the ſaid treaty: *It was* (amongſt other things) *thereby enacted* that for the making ſome proviſion for the ſaid *B. B.* who before that time was left deſtitute and wholly unprovided for, as aforeſaid, the ſaid ſeveral manors and premiſſes ſhould be reſpectively chargeable with and liable to the payment of the ſeveral ſums of 100*l.* and 200*l.* in the whole amounting to 300*l.* with intereſt for the ſaid reſpective ſums, at the times and in manner as in the ſaid act in that behalf is mentioned, and for a portion for the ſaid *B. B.* or to that or the like effect: And it *was thereby further enacted*, that the ſaid *T. B.* ſhould be wholly reſtrained and diſabled, and was thereby during his life-time wholly reſtrained and diſabled from levying any fine, or ſuffering any common recovery, or making any other conveyance of all or any of the manors, meſſuages, tenements or hereditaments in the ſaid marriage-ſettlement contained, whereby to prejudice any of his iſſue, or bar or diſcontinue any of the remainders or reverſions limited or created by the ſaid marriage-ſettlement, as in and by the ſaid act of parliament, relation, &c. *And whereas* the ſaid Sir *T. B.* being ſeiſed of the reverſion, in fee of and in the ſaid ſeveral manors and premiſſes expectant upon the deceaſe of the ſaid *T. B.* his grandſon without iſſue male of his body, did by indentures of leaſe and releaſe, bearing date, &c. convey and ſettle the ſaid reverſion

Recital of an act of parliament, therein reciting that *S. B.* died and left iſſue unprovided for.

T. B. intitled to an eſtate in remainder in *H.* and in *T.*

Treaty for purchaſing in a jointure to make a ſettlement on marriage.

Proviſion for *B. B.*

T. B. is diſabled from levying a fine, &c.

Sir *T. B.* conveys his reverſion to uſes, with power of revocation.

reverſion to the uſe of himſelf for life, with divers remainders ov
with a power in the ſaid laſt mentioned indenture of releaſe reſerved,
the ſaid Sir *T. B.* for revoking all and every the uſes and limitatio
in the ſame laſt mentioned indenture contained, and by any deed
deeds in writing by the ſaid Sir *T. B.* to be ſigned and ſealed in the p
ſence of two or more credible witneſſes, to limit, declare or appoint
new, or other uſes, eſtates, truſts or powers, of, or concerning the
reverſion of and in the ſaid ſeveral manors and premiſſes: *And whe*
T. B.'s marriage. the ſaid *T. B.* having intermarried with *J.* his now wife, the daug
of *E. B.* widow, and grand-daughter of *H. W.* eſq; did out of
Paid part of his ſiſter's portion, &c. ſaid wife's portion, which was 5000*l.* pay unto his ſaid ſiſter *B.*
1000*l.* part of her ſaid portion, and employed the reſidue of the
5000*l.* in purchaſing in of his ſaid mother's jointure; and before
his intermarriage as aforeſaid, did by indenture *tripartite*, bearing
&c. limit the ſaid purchaſed premiſſes, which were formerly his
mother's jointure, unto the ſaid *J.* his now wife, for her life for
Sir *T. B.*'s revocation and new appointment. jointure: *And whereas* the ſaid Sir *T. B.* by his laſt will and te
ment in writing, bearing date, &c. atteſted, &c. taking notice of
his power of revocation as aforeſaid, did revoke and make void all
every the uſes, eſtates and truſts limited and declared in and by
ſaid in part recited indenture of releaſe, bearing date, &c. of and
cerning the ſaid ſeveral manors, lands, and premiſſes therein contai
and did thereby give, deviſe, diſpoſe of and appoint (*inter alia*) all
every his freehold manors, &c. not before in and by his ſaid will oth
wiſe diſpoſed of, in the ſeveral counties of *H. E.* and *M.* whereof he
ſaid Sir *T. B.* had any power to diſpoſe, to hold unto and to the uſe
his brother *E. B.* eſq; his heirs and aſſigns for ever; *nevertheleſs in*
to pay all the debts, with the funeral charges of him the ſaid Sir
B. in the firſt place; and afterwards to pay all portions, maintena
annuities, and yearly and other ſums of money, given or to be giv
and by his ſaid will, or any codicil then after to be annexed to or
part thereof, and ſo ſubject as aforeſaid, *to and for the only uſe* and
nefit of the ſaid *E. B.* his heirs and aſſigns; and the ſaid Sir *T. B.*
and by his ſaid will, did give and bequeath unto his wife, dame *S.*
for ſo long time after his deceaſe as ſhe ſhould remain a widow,
annuity or yearly ſum of 100*l.* to be paid in manner as therein me
oned: and did thereby alſo give and bequeath unto *L. S.* widow,
ſhe ſhould remain a widow at the time of his deceaſe, one other a
nuity or yearly ſum of 10*l.* for and during ſo long time from hen
forth as ſhe ſhould continue a widow, to be paid and to begin in m
ner alſo as herein is mentioned; and in and by his ſaid will did a
give and deviſe unto *S. B.* his only child by the ſaid dame *S. B.* ſeve
maintenances reſpectively, commencing as ſhe ſhould arrive at the ſe
ral ages in the ſaid will in that behalf expreſſed: and in caſe of h
marriage or attainment of the age of 21 years, did thereby give to h
his ſaid daughter ſuch portion and portions as is therein alſo menti
ed: by which ſaid will the ſaid Sir *T. B.* did likewiſe give away a
furniture of the capital meſſuage in *W. P.* aforeſaid, and all the reſid
of his perſonal eſtate from the ſaid *T. B.* and of his ſaid will did co
ſtitute and appoint the ſaid dame *S. B.* and *E. B.* joint executo
J. S.'s death, &c. and ſome time after died: *And whereas* the ſaid *L. S.* is ſince dea
but the ſaid dame *S. B.* is ſtill living and unmarried, and hath ſo
main

ained ever ſince the deceaſe of the ſaid Sir *T. B.* *And whereas* the ſaid
B. the only child of the ſaid Sir *T. B.* by the ſaid dame *S.* departed
life unmarried, and ſoon after the deceaſe of the ſaid Sir *T. B.* be-
g at the time of ſuch her deceaſe of the age of about ten years:
reas at the time of the deceaſe of the ſaid Sir *T. B.* the ſaid
ſuage, together with the gardens and out-houſes thereunto
ging, ſo ſettled upon the ſaid *T. B.* as aforeſaid, and the *park-*
and other the ſaid premiſſes were very much out of repair, on
account the ſaid *T. B.* hath been forced to expend great ſums
ney in the neceſſary repairs and furniture thereof: *And whereas*
ſaid *E. B.* is ſince alſo departed this life, having firſt made his laſt
and teſtament in writing, bearing date, &c. whereby (among other
the ſaid *E. B.* did give and deviſe to *J. B.* eſq; eldeſt ſon of
B. eſq; deceaſed, a younger ſon of the ſaid Sir *T. B.* his heirs,
ever, all the eſtate both real and perſonal whatſoever of him the
B. not thereby otherwiſe diſpoſed of, as ſhould remain after his
charges, debts and legacies fully paid, and of his ſaid will made
J. B. ſole executor: *And whereas* the debts, as well of the
T. B. as of the ſaid *E. B.* due from them reſpectively, at the
their reſpective deceaſe, were very inconſiderable, if any, and
debts, and alſo their funeral charges and legacies, are fully paid
ſatisfied: *And whereas* before the making of the ſaid before in
recited act of parliament, neither the ſaid *T. B.* or his ſaid eſtates,
part thereof, was or were in any ſort ſubject or liable to the pay-
of the ſaid 3000*l.* or any part thereof, or any monies whatſoever,
portion of the ſaid *B. B.* or otherwiſe: but the ſaid *T. B.* in
to his ſaid ſiſter, was induced to conſent that his ſaid eſtates
incumbered with the ſaid 3000*l.* *And whereas* the ſaid *T.*
eſtate left him by his ſaid father or grandfather, or any other
whatſoever, whereby to raiſe the ſaid 3000*l.* or any part thereof,
than what is compriſed in the ſaid firſt recited marriage-ſettle-
And whereas the ſaid act of parliament hath not only charged
eſtates of the ſaid *T. B.* with the ſaid ſum of 3000*l.* payable to
ſiſter as aforeſaid, but hath likewiſe at the ſame time deprived
T. B. from any means of raiſing the ſame by mortgaging or
ng of any part thereof, altho' the ſaid *T. B.* were it not for the
act of parliament, would, upon the deceaſe of his ſaid grandfather
Sir *T. B.* by virtue of the ſaid in part firſt recited marriage-
ent, have had an abſolute power over the ſaid eſtates, not only
rtgage, but to diſpoſe of the ſame at his will and pleaſure, as be-
ant thereof in tail male in poſſeſſion, and by that means enabled
ſuffered a common recovery of the ſame: *And whereas* the ſaid
by the herein before in part recited act of parliament, is impow-
ben in actual poſſeſſion of all or any of the ſaid ſeveral and re-
manors, &c. by way of leaſing, mortgaging or ſelling the ſame,
part thereof, ſo as the ſame be without prejudice to any join-
hich he ſhould at any time then after make of any part of the
miſſes, to raiſe any ſum or ſums of money, not exceeding in the
the ſum of 4000*l.* for or towards the preſent maintenance or
of any younger child or younger children, which the ſaid
ſhould then after have; by which ſaid words of *younger child, or*
children, it may be doubted whether the eldeſt daughter, or
only

The only child of Sir *T. B.* dead unmarried.

T. B. at great expences in repairs, &c.

E. B.'s death. His will.

No debts.

T. B. in kindneſs to his ſiſter, incumbred his eſtate with her portion.

The ſaid eſtate chargeable with ſaid portion, and deprives him of raiſing the ſame by mortgage, &c.

But may raiſe money for younger children.

Doubtful words.

only iſſue of the ſaid *T. B.* (in caſe ſuch iſſue be a daughter) may intitled to any proviſion at all by virtue of the ſaid in part recited a

E. E.'s death. *T. B.* reſiduary legatee.

And whereas the ſaid *B. B.* is lately dead, having left the ſaid *T.* and *K.* now the wife of *G. B.* executors of her will, and the ſaid *T.* reſiduary legatee, and by her ſaid will hath given ſeveral conſiden legacies, and was likewiſe much indebted to ſeveral perſons at the t

Her creditors and legatees preſſing.

of her deceaſe: *And whereas* the creditors and legatees of the *B. B.* are very preſſing upon the ſaid *T. B.* for the payment of t ſaid reſpective debts and legacies out of the monies ſo charged u the ſaid *T. B.*'s ſeveral eſtates, by virtue of the ſaid before in part cited act of parliament as aforeſaid (ſhe leaving no other aſſets or e whatſoever other than the ſaid portion); which ſaid act of parliam

Inconveniency of ſaid act.

by the ſaid reſtraining clauſe therein contained, does diſable the *T. B.* from raiſing the ſaid 3000*l* or any part thereof, by makin any mortgage or other ſecurity upon the ſaid manors and premiſſes, any part thereof; and ſhould the ſame be raiſed by ſequeſtring rents and profits of the ſaid manors and premiſſes, the ſaid *T.* would be thereby deprived of all ſubſiſtence, having no other eſta

Part of *B. B.*'s portion in arrear.

raiſe the ſame as aforeſaid: *And whereas* 2000*l.* of the ſaid ſum 3000*l.* (being the portion of the ſaid *B. B.*) remains unpaid, with arrear of intereſt for the ſame: *And whereas* the ſaid *T. B.* hath

Repairs, &c.

out 2000*l.* and upwards in neceſſary reparations and laſting impr ments upon the ſaid manſion-houſe and premiſſes: *Wherefore*, amending the defect in the ſaid in part recited act of parliament, laying to ſuch proviſion for the younger children of the ſaid *T. B.* aforeſaid, and to the intent to enable the ſaid *T. B.* to raiſe any or ſums of money, not exceeding in the whole the ſum of 3500*l.* the purpoſes herein after mentioned: *Be it*, at the humble petition

Enacted, that the money to be raiſed by ſaid act ſhall be paid to *T. B.*'s children.

the ſaid *T. B.* and *J.* his now wife, and the ſaid dame *S. B.* and *B. enacted* by, &c. That as to the ſaid ſum of 4000*l.* which the *T. B.* is enabled to raiſe by virtue of the ſaid in part recited act of liament, as and for a proviſion for younger children as aforeſaid, likewiſe by virtue of the power thereby given for raiſing the ſame, ſaid *T. B.* his executors, &c. ſhall and may give, appoint and pay ſaid ſum of 4000*l.* or ſuch part thereof as he ſhall think fit, to his el or only daughter, if he ſhall have but one daughter, or unto and amon any of his children (except his eldeſt ſon or only ſon) in ſuch man and in ſuch proportion as by the ſaid *T. B.* his executors, &c. ſhal that behalf be thought fit and declared by any writing or writi under his, their or any of their hands and ſeals, atteſted by two more credible witneſſes: *And* to the intent to enable the ſaid *T.*

How he may raiſe money to pay his ſiſter's portion, debts and legacies, &c.

to raiſe any ſum or ſums of money, not exceeding in the whole ſum of 3500*l.* for diſcharging his ſaid ſiſter's portion, and the de and legacies whereto the ſame is liable, with the intereſt grown d for the ſaid portion, and towards reimburſing him the ſaid *T. B.* monies which he hath laid out in the neceſſary reparations and laſti improvements upon the ſaid premiſſes as aforeſaid; *It is there* (at ſuch humble requeſt, and by ſuch conſent of the ſaid *T. B.* *J.* his wife, and the ſaid dame *S. B.* and *J. B.* as aforeſaid) *further enacted* by the authority aforeſaid, That all and every the ſaid veral manors, &c. firſt herein before recited, compriſed, other than except ſuch of the ſaid manors, &c. as are limited in jointure by

said *T. B.* to the said *J.* his now wife, in and by the herein before mentioned indenture *tripartite*, bearing date, &c. for and in respect only of the estate for life therein of her the said *J.* shall be vested, and hereby enacted so to be, from and after the ——— day of ——— *T.* of, &c. *W. P. W.* of, &c. *G. D.* of, &c. and *J. S.* of, &c. executors, &c. for the term of 1000 years, (without impeachment of waste) to commence from the said ——— day of ——— *upon trust* and confidence *nevertheless*, that the said *G. T. W. P. W. D.* and *J. S.* or the survivors, &c. by one or more mortgage or mortgages (to be made without impeachment of waste) of all or any part of the said several manors, &c. (excepting as herein before excepted, with respect only to the estate for life, therein of the said *B. B.*) for all or any part of the said term of 1000 years, shall, as conveniently may be, raise the sum of 3500*l.* for the discharging of all such debts, with such interest as is or shall grow due for the same (if any such interest there shall be) which the said *B. B.* did owe at the time of her decease, and afterwards of such legacies as were given by her said will, with such interest likewise as is or shall grow due for the same, if any such legacy or legacies shall appear to carry interest, and shall pay the surplus of the said 3500*l.* into the hands of the said *T. B.* the residuary legatee of the said *B. B.* his executors, &c. to his and their own use and benefit. *And it is hereby* That such respective person or persons, who for the time being shall respectively intitled to the remainder or reversion immediately expectant upon the said term of 1000 years, shall be intitled to the equity of redemption of the said term. *Provided always*, and it is hereby enacted, That nothing herein contained shall any ways disable the said dame *S. B.* her executors, &c. or any of them, to hold, sue for or recover, by all or any lawful ways and means whatsoever her full annuity of 100*l.* *per annum*, so to her devised by the aforesaid recited will of the said Sir *T. B.* as aforesaid, out of all the manors, lands and tenements therewith charged or chargeable by the said will, other than the said manors and premisses comprised in the before mentioned term of 1000 years, for and in respect of the said intended mortgage only, in the same manner as if this mortgage had never been made; and that the said annuity of 100*l.* *per annum* shall be no ways deemed or taken to be hereby extinguished or made subject to any appointment whatsoever: *Provided always*, and it is hereby further enacted, That the receipt or receipts, acquittance or acquittances, from time to time, of such trustee or trustees as aforesaid, and the survivors, &c. for the said sum of 3500*l.* or any part thereof, shall be a good and effectual discharge, both in law and equity, to any person or persons who shall advance the said sum of 3500*l.* or any part thereof; and that such mortgagee or mortgagees, their respective executors, &c. shall not be any ways accountable or responsible for the not applying or misapplying of the said monies, or any part thereof, so to be raised as aforesaid; but shall in every respect be acquitted and discharged, both in law and equity, by such receipt or acquittance, so to be given as aforesaid. *Provided always*, That no more than the said sum of 3500*l.* and the interest thereof, shall in pursuance of this present act be raised for that purpose. *Provided always*, and it is hereby further enacted by the authority

Who intitled to equity of redemption.

Dame *S. B.* not to be disabled from having her annuity.

Clause in favour of mortgagees.

What to be raised.

Charges.

thority aforeſaid, that the ſaid truſtee and truſtees, and each and ev
of them, their ſeveral heirs, &c. ſhall and may from time to time,
at all times hereafter, in the firſt place, reimburſe themſelves all the
ſonable coſts, charges and expences which they, or any of them,
reſpectively be put unto or expend in relation to the execution of
truſts, or any of them, hereby in them repoſed, out of the rents
ſues and profits of the ſaid ſeveral manors, &c. compriſed in the
term of 1000 years; and that ſuch truſtee or truſtees as aforeſaid,
ſeveral heirs, &c. are to be and ſhall be chargeable only with what
nies they, any or either of them reſpectively ſhall actually receive,
that no one of them ſhall be anſwerable for the receipts, acts, de
How intereſt to be paid. or miſcarriage of the other of them. *Provided always*, and it is he
further enacted, That in caſe the intereſt of or for the ſaid ſu
3500*l.* hereby impowered to be raiſed, or any part thereof, ſhall b
hind or in arrear by the ſpace of two years or upwards after the
ſhall become due, then and in ſuch caſe it ſhall be lawful for the
truſtees of the ſaid term, or the ſurvivors, &c. out of the rents,
and profits of all or any part of the ſaid premiſſes compriſed in the
term, other than the ſaid premiſſes ſo ſettled in jointure upon the
J. B. as aforeſaid, for and in reſpect only of her eſtate for life th
as aforeſaid, from time to time to raiſe, pay and diſcharge the ſai
rear of intereſt: To which purpoſe the ſaid truſtees of the ſaid term
the ſurvivors, &c. are hereby impowered and required, from tim
time, to enter into and upon all and every, or any of the ſaid ſe
manors, &c. compriſed in the ſaid term, (other than and exce
aforeſaid, for ſuch eſtate for life therein of the ſaid *J. B.* as afore
and other than and except ſuch part of the ſaid reſpective premiſſ
ſhall be at ſuch time or times in the actual poſſeſſion of ſuch mort
or mortgagees thereof as aforeſaid); it being the intent of this pr
act, that ſuch intereſt ſhall be from time to time paid, diſcharge
kept down by the ſaid *T. B.* for the benefit of ſuch perſon and p
as ſhall be intitled to the ſaid reſpective premiſſes after his deceaſe:
cubercas there is a very ſmall ſlip of ground in or near, &c. at *W.*
ſaid, containing, &c. which ſlip of ground is now in the tenu
&c. and belongs to or lies near the ſaid manor of *W.* and is include
A ſlip of ground reſtrained by ſaid act from being leaſed for longer than 21 years. the firſt herein before in part recited marriage-ſettlement: *And whe*
the ſaid ſlip of ground, by reaſon of ſeveral tenements, warehouſes
malt ſhops, having been lately built and erected on a piece of gro
contiguous to the ſame, is capable of being improved with reſpe
the yearly rent thereof, in caſe the ſame could be let for lives, or
long term of years; but the ſaid *T. B.* by virtue of the ſaid in part
cited act of parliament is reſtrained from leaſing the ſaid ſlip of grou
as being part of the ſaid premiſſes included in the ſaid firſt in part rec
marriage ſettlement, for any term of years exceeding 21 in poſſeſſio
Now to the intent to enable the ſaid *T. B.* to improve the yearly r
of the ſaid ſlip of ground, by making long leaſes thereof in man
herein after mentioned, *It is*, at ſuch humble requeſt, and by ſuch c
ſent of the ſaid *T. B.* and *J.* his wife, and the ſaid dame *S. B.* and
B. as aforeſaid, *hereby further enacted*, That it ſhall and may be law
Now *T. B.* may make leaſes for lives or ſixty years. to and for the ſaid *T. B.* from time to time, and at any time and ti
during his natural life, to lett and demiſe the ſaid ſlip of ground, or
part or parts thereof, with the appurtenances, by one or more leaſe
lea

leaſe, to any perſon or perſons whatſoever, for any term or terms, or number of years, either in poſſeſſion or by way of future intereſt, either ſubſiſting or determinable upon any life or lives, ſo as ſuch leaſe or leaſes exceed in the whole exceed 60 years at one time from the making thereof, and ſo as an annual rent, not under 40*s.* be reſerved on every ſuch leaſe and leaſes, payable from the commencement thereof, half-yearly, by equal portions, without any fine or income to be had or taken in reſpect of any ſuch leaſe or leaſes, and ſo as ſuch leaſe and leaſes be made diſpuniſhable of waſte; and that in all and every ſuch leaſe there be a power or condition of re-entry, in caſe of non-payment of the rent thereby reſerved, and ſo as counterparts of all and every ſuch leaſe and leaſes be made and duly executed by all and every the ſaid leſſee and leſſees: *Saving nevertheleſs* to, &c. and to all bodies po- Saving, &c.
litick and corporate, and to and every other perſon and perſons whatſoever other than and except the heirs male of the ſaid *T. B.* deceaſed, the heirs male of the body of *J. B.* eſq; deceaſed, late father of the ſaid Sir *T. B.* and the right heirs of the ſaid Sir *T. B.* and alſo the ſaid *R. B.* and the heirs male of his body, and his right heirs, and the ſaid *W. B.* and all and every other perſon and perſons any ways intereſted or intitled unto all or any of the ſaid manors, &c. in the ſaid marriage-ſettlement firſt herein before recited contained, by virtue of all or any of the uſes, eſtates, limitations, remainders or reverſions in the ſaid deed of marriage-ſettlement limited, mentioned and expreſſed, and other than and except the ſaid *J. B.* the deviſee and executor of the ſaid *T. B.* and his heirs,) all ſuch right, &c.

Act for veſting Lands in E. *deviſed by Sir* R. K. *Knight, deceaſed, to the Children and Grandchildren of* E. O. *one of his Siſters and Coheirs, in Truſtees to be Sold for the Benefit of the Deviſees.*

WHEREAS Sir *R. K.* late of, &c. knight, deceaſed, by his laſt will and teſtament in writing, bearing date, &c. did give unto his wife (among other things) the farm, &c. herein after particularly mentioned, immediately after the deceaſe of dame *E.* his wife, to *M.* his grand-daughter, the only daughter of his ſon *W. K.* deceaſed, and to the heirs of her body lawfully to be begotten for ever; and for want of ſuch iſſue to his four ſiſters, *E. O.* then wife of *R. O.* of, &c. *J. C.* of, &c. widow, late wife of *E. C.* eſq; deceaſed, *F. D.* of, &c. widow, and *H. K.* wife of *J. K.* of, &c. gent. and to their heirs and aſſigns for ever, equally and indifferently to be divided amongſt them, part and part alike; *and* willed that if any of the ſiſters be dead at the time when the enjoyment of his ſaid legacy or bequeſt ſhould fall unto her, that the part and portion of the ſaid ſiſter ſo dying ſhould be and enure to the uſe and behoof of the child, children and grandchildren of ſuch ſiſter ſo dying; and if ſhe left no child, children or grandchildren living, that then ſuch ſiſter's part ſo dying or being dead, ſhould remain, and be equally divided amongſt the children or grandchildren of the other ſiſters ſurviving; and Recital of Sir *R. K.*'s will.

Death.

his life on or about, &c. leaving no iſſue living at his death His iſſue and heir *M. K.*

the ſaid *M. K.* his grand-daughter and heir at law, and the ſaid dame

Her marriage with *R. T.*

dame *E.* him ſurvived, and died in the year, &c. *And whereas* the ſ
M. K. intermarried with *R. T.* late of, &c. eſq; deceaſed, and af
wards by indenture *tripartite*, duly inrolled, bearing date, &c. and m
between the ſaid *R. T.* and *M.* his wife, of the firſt part, *J. N.*
&c. merchant, of the ſecond part, and *A. C.* of, &c. gent. of the th
part, and by fine and recovery duly had and ſuffered in purſuance th

Settlement of *R. T.* and *M.* his wife.

of, *All* the ſaid farm, &c. were conveyed *To the uſe* of the ſaid *R.*
and *M.* his wife, for and during their natural lives and the life of
longeſt liver of them, without impeachment of waſte, and after the
ceaſe of the ſurvivor of them, *To the uſe* of the heirs of the bod
the ſaid *R. T.* and *M.* his wife lawfully iſſuing; and for de
of ſuch iſſue, *To the uſe* of the right heirs of the ſurvivor of them

M.'s death without iſſue.

ſaid *R. T.* and *M.* his wife: *And whereas* the ſaid *M. T.* afterw
died without iſſue, and the ſaid *R. T.* her ſurvived, and by his la

R. T's will,

and teſtament in writing, bearing date, &c. deviſed unto *J. G.* o
doctor in divinity, and *A.* his wife, ſiſter and heir of the ſaid *R*
All his eſtate both real and perſonal, until *T. G.* eldeſt ſon and heir
parent of the ſaid *J. G.* and *A.* his wife, ſhould attain the age o
years; and then deviſed all his lands and tenements to the ſaid *T. G.*
ever; but in caſe the ſaid *T. G.* ſhould die before he attained the a
24 years, then he gave all his real eſtate to the ſaid *A. G.* and her
and aſſigns for ever, and thereby appointed all his debts to be paid
ſatisfied out of his real and perſonal eſtate, and to that end directed
the ſaid *J. G.* ſhould ſell his manor, &c. in *E.* and if the monies ar
by ſuch ſale ſhould fall ſhort to ſatisfy all his debts, that then he ſh
ſell any other of his lands, for raiſing ſo much money as ſhould fall ſh

and death. Law ſuits.

and made the ſaid *J. G.* ſole executor, and ſhortly after died:
whereas ſome ſuits and controverſies did ariſe after the deceaſe o
ſaid *R. T.* between the ſaid *J. G.* and the children and grandch
of the ſaid four ſiſters of the ſaid Sir *R. K.* (the ſaid four ſiſters
all dead before the ſaid dame *E. K.*) touching and concerning the
farms and lands herein after particularly mentioned; and to end the

Agreement by the children and grand children on ending them.

ſuits and controverſies, the friends and agents of the children and gr
children of the ſaid four ſiſters of the ſaid Sir *R. K.* did propoſe to
ſaid *J. G.* to convey their ſeveral intereſts and ſhares therein, to
ſaid *J. C.* and his heirs, for the ſum of 900*l.* in purſuance of wh

Conveyance by three of them,

agreement the children and grandchildren of the ſaid *J. C. F. D.*
M. K. three of the ſaid four ſiſters, have for the conſideration of th
ſeveral ſums of 225*l.* to the ſaid deſcendants of each of the ſaid three
ters, paid by the ſaid *J. G.* and equally divided among them, ſhare
ſhare alike, conveyed their ſeveral intereſts and ſhares of and in the
lands and hereditaments to the ſaid *J. G.* his heirs and aſſigns, to
uſe of him the ſaid *J. G.* his heirs and aſſigns for ever: *And whe*
the right and title to the other fourth part is deſcended and come to
deſcendants of the ſaid *E. O.* (that is to ſay) *M. B.* the only ſurviv

the fourth a lunatic.

daughter of the ſaid *E. O.* which ſaid *M B.* now is, and for divers y
laſt paſt hath been lunatic, and under a diſability to convey, and

Infants.

ſaid *E. W.* and *F. T.* are both infants, and under the age of 21 ye
and thereby diſabled to convey; but their next friends, relations
guardians, are all ſatisfied that the ſaid agreement made with the
doctor *G.* on their behalf, will be much for their benefit and advanta
in caſe they could execute the ſaid agreement and receive their ſou

part and ſhare of the monies agreed to be paid to and for their uſe and benefit by the ſaid *J. G.* but the ſaid *J. G.* cannot with any ſecurity pay the ſaid purchaſe-monies, nor reap the benefit of the ſaid agreement on his part, without the aid and aſſiſtance of an act of parliament: *May* it therefore pleaſe your moſt excellent Majeſty, at the humble ſuit and requeſt of *T. B.* gent. ſon and truſtee of the ſaid *M. B.* and *J. V.* clerk, and *H. T.* clerk, guardians of the ſaid *E. W.* and *F. T.* and of the ſaid *J. G.* That it may be enacted, *And be it enacted* by, &c. That the ſeveral eſtates, intereſts and ſhares of the ſaid *M. B. E. W* and *F. T.* and every of them, of and in all that meſſuage, &c. and the reverſion and reverſions, remainder and remainders thereof, ſhall from henceforth are and hereby are actually veſted and ſettled in Sir *J. M.* of, &c. knight, and *T. B.* of, &c. eſq; and their heirs and aſſigns, *Upon truſt* nevertheleſs, and to the intent and purpoſe, that they the ſaid Sir *J. M.* and *T. B.* and the ſurvivors, &c. ſhall, upon payment of the ſeveral monies and ſhares of the ſaid *M. B. E. W.* and *F. T.* of, in and to the ſaid 225*l.* and intereſt to the ſaid Sir *J. M.* and *T. B.* reſpectively, for the ſaid doctor *G.* his heirs or aſſigns, grant and convey the ſame meſſuages, &c. unto the ſaid doctor *G.* and his heirs and aſſigns, by good and ſufficient conveyances and aſſurances, as counſel learned in the law of the ſaid doctor *G.* his heirs or aſſigns, ſhall reaſonably deviſe or adviſe and require: *And it is hereby further enacted*, by, &c. That the ſeveral receipts of the ſaid *T. B.* truſtee of the ſaid *M. B.* and *J. V.* and *H. T.* guardians of the ſaid *E. W.* and *F. T.* for the ſaid intereſts and ſhares of the ſaid *M. B. E. W.* and *F. T.* of and in the ſaid 225*l.* and intereſt, ſhall be a ſufficient diſcharge to the ſaid doctor *G.* his heirs and aſſigns for the ſame; and that then and thenceforth all and ſingular the ſaid farms, &c. herein before particularly mentioned, and every part and parcel thereof, ſhall be abſolutely freed and diſcharged of and from the ſaid 225*l.* and intereſt, and all other the right, title, intereſt, claim and demand whatſoever, either in law or equity, of them the ſaid *M. B. E. W.* and *F. T.* and of every of them, and of every other perſon or perſons claiming or to claim by, from or under them or any of them, or any of them, from or under the ſaid *E. O.* deceaſed: *Saving*, &c. (other than and except all and every perſon and perſons claiming or to claim by, from, or under the ſaid Sir *R. K.* by virtue of the ſaid recited will, or otherwiſe) all ſuch eſtate, &c.

Cauſe of this act.

Enacted, that the premiſſes ſhall be veſted in truſtees,

that upon payment of *M. B. E. W.* and *F. T.* they ſhall convey the premiſſes.

Guardians receipts good.

Premiſſes freed.

Saving, &c.

SECONDLY, The Forms of private Acts of Parliament to enable Perſons to make Settlements of Lands, &c.

An Act to enable D. D. *Eſq; and* S. R. *to make Settlements (upon their Intermarriage) of their ſeveral Eſtates, notwithſtanding their reſpective Minorities.*

Lord Archbp. ſeiſed in fee of freehold and copyhold land for life, remainder to his ſon *D. D.* in tail male. *S. R.* ſeiſed in fee, her portion.

WHEREAS the moſt reverend father in God *W.* lord archbiſhop of *Y.* is ſeiſed or poſſeſſed of divers freehold manors, &c. in the counties of *E. M.* and alſo of certain ſmall parcels of copyhold lands, &c. adjoining to and intermixed with the ſaid freehold premiſſes, or ſome part or parts thereof, to himſelf for life, or for 99 years determinable on his death, remainder to *D. D.* eſq; his only ſon in tail male. *And whereas, S. R.* ſpinſter, is ſeiſed in fee-ſimple or fee-tail, part in poſſeſſion, and part in reverſion, of and in one undivided third part of divers manors, &c. in the county of *Y.* the eſtate and inheritance of *R. R.* eſq; her late father, deceaſed; and the ſaid *S. R.* is alſo intitled by deed to the ſum of 3000*l.* on her marriage, and by her father's will to a third part of the reſidue of his perſonal eſtate, which as computed will amount to 2800*l.* or thereabouts: *And whereas* the ſaid archbiſhop and the guardians or the ſaid *S. R.* have entered into a treaty for the marriage of the ſaid *D. D.* with the ſaid *S. R.* and for the ſettling their reſpective eſtates and effects for the benefit of them two and the iſſue between them to be begotten; *But* the ſaid *D. D.* and *S. R.* being both under the age of 21 years, ſuch mutual ſettlements cannot be made to the ſatisfaction of the parties concerned, according to the common courſe of the laws of this kingdom, without the aid and authority of parliament: *Wherefore* your Majeſty's moſt dutiful ſubjects, the ſaid *W.* lord archbiſhop of *Y. D. D. S. R.* and *S. B.* doctor in divinity, *J. B.* eſq; *T. B.* merchant, and *F. H.* gent. guardians of the ſaid *S. R.* moſt humbly beſeech your Majeſty, That it may be enacted, *And be it enacted*, by, &c. *That* it ſhall and may be lawful to and for the ſaid *W.* lord archbiſhop of *Y.* and *D. D.* notwithſtanding his minority, by any deed or deeds, writing or writings, conveyances, ſurrenders, and aſſurances, to be by them the ſaid archbiſhop, and *D. D.* (notwithſtanding ſuch his minority) executed in the preſence of three or more witneſſes, *To convey*, ſettle, limit, ſurrender or aſſure, either before or after the ſaid intended marriage, *All* and every, or any the freehold and copyhold manors, &c. in the ſaid counties of *E.* and *M.* whereof or wherein the ſaid archbiſhop is ſo ſeiſed or poſſeſſed, for the term of his life, or for 99 years, determinable on his death, and whereof and whereunto the ſaid *D. D.* is ſeiſed or intitled in fee-tail in remainder, expectant on the death of the ſaid archbiſhop, with their and every of their rights, &c. *Unto* and upon ſuch perſon or perſons, to, for, and upon ſuch uſes, eſtates, truſts, intents and purpoſes, and ſubject to ſuch proviſoes, declarations and agreements, as are or ſhall be ſtipulated and agreed upon between the ſaid archbiſhop and the ſaid guardians of the ſaid *S. R.* and the ſurvivors of them, and the ſaid *D. D.* and *S. R.* *And it is hereby further enacted*, by the authority aforeſaid, That it ſhall and may be lawfu

Treaty of marriage between *D. D.* and *S. R.* who are both under age.

Enacted, that the ſaid archbiſhop and his ſon (notwithſtanding his minority) may make a ſettlement of their eſtate, according to ſuch agreement as ſhall be made between the parties.

That *S. R.* may do the like as to her eſtate.

lawful to and for the ſaid *S. R.* notwithſtanding her minority, by any deed or deeds, writing or writings, conveyances and aſſurances, to be by her, notwithſtanding ſuch her minority, executed in the preſence of two or more witneſſes, by and with the conſent and approbation of the ſaid *B. J. B. T. B.* and *F. H.* or the ſurvivors or ſurvivor of them, ſignified by their executing ſuch deed or deeds, writing or writings, to grant, ſettle, limit, or aſſure, either before or after the ſaid intended marriage, the ſaid undivided third part or ſhare of her the ſaid *R. S.* whereof ſhe is ſeiſed in fee-ſimple or fee-tail, either in poſſeſſion, reverſion, remainder or expectancy, of and in the manors, &c. in the ſaid county of *T.* with the rights, &c. *Unto* and upon ſuch perſon and perſons, to, for and upon ſuch uſes, eſtates, truſts, intents and purpoſes, and ſubject to ſuch proviſoes, declarations and agreements, as are ſhall be ſtipulated and agreed upon between the guardians of the ſaid *R. S.* and the ſaid archbiſhop, and the ſurvivors of them, and the ſaid *T.* and *D. D. And it is hereby further enacted* by the authority afore- Their mutual conveyances to be good in law.
ſaid, That ſuch mutual conveyances, ſurrenders, ſettlements and aſſurances, ſo to be made and executed by them the ſaid *W.* lord archbiſhop of *T.* and *D. D.* and by the ſaid *S. R.* with ſuch conſent and approbation as aforeſaid, ſhall (notwithſtanding ſuch the reſpective minority of the ſaid *D. D.* and *S. R.*) be as good, valid, and effectual in the law to all intents and purpoſes, as if they reſpectively had been of the full age of 21 years at the time of the making and executing thereof, and as if proper, legal and effectual fine or fines, common recovery or common recoveries, had been levied, ſuffered and executed, by them the ſaid *D. D.* and *S. R.* reſpectively; to the ſame uſes, intents and purpoſes, as ſhall be limited or declared in or by ſuch reſpective conveyances, ſurrenders, ſettlements, or aſſurances: *And it is hereby further enacted* by the authority aforeſaid, That it ſhall and may be lawful The archbiſhop and *D. D.* may give acquittances for *S. R.*'s portion, &c. and diſpoſe of the ſame according to agreement.
for the ſaid archbiſhop, and *D. D.* (notwithſtanding the minority of the ſaid *D. D.*) to give any acquittance, releaſe, or other diſcharge for the ſaid ſeveral ſums of 3000*l.* and 2000*l.* or ſuch other ſum of money, which the ſaid *D. D.* will be intitled to have and receive, when the ſaid intended marriage ſhall be had and ſolemnized, and to diſpoſe, and diſpoſe of all or any part thereof, or direct the ſame or any part thereof, to be paid, applied, and diſpoſed of in ſuch manner and to, for and upon ſuch uſes, truſts, intents and purpoſes, as ſhall be agreed upon between the ſaid archbiſhop, and *D. D.* and the ſaid *S. R.* and her guardians, or the ſurvivors of them: *And* that ſuch acquittance, releaſe, or other diſcharge by them the ſaid archbiſhop and *D. D.* to be given by the ſaid ſeveral ſums of money before mentioned, or any part thereof, and the payment, application and diſpoſition thereof, or of any part thereof, ſhall be as good, effectual and binding in law againſt him the ſaid *D. D.* his executors or adminiſtrators, as if he the ſaid *D. D.* had been of the age of 21 years at the time of the doing thereof: *And*, That the ſaid *D. D.* ſhall and may give acquittances and releaſes, for the rents and profits of ſuch of the premiſſes, as by ſuch ſettlements to be made as aforeſaid, he ſhall be intitled to receive and take the rents and profits of; and that ſuch acquittances and releaſes ſhall be as valid and effectual, as if he was of full age. *Provided nevertheleſs*, That nothing in this act contained, ſhall prejudice, impeach, defeat or deſtroy any eſtate, &c. of and in the premiſſes in the ſaid county This act not to deſtroy any eſtate of *S. R.*'s younger ſiſters.

of *Y.* or any part or parts thereof, that ſhall or may veſt in, accr unto, or devolve upon *C. R.* and *M. R.* younger ſiſters of the ſaid *R.* or either of them, or their reſpective iſſues, in caſe the ſaid *S.* ſhall happen to die before ſhe attains the age of 21 years, with iſſue of her body then living, or in caſe ſhe ſhall ſo die leaving i and all ſuch iſſue ſhall die before their reſpective ages of 21 ye

Saving, &c.

Saving, &c. (other than the ſaid *W.* lord archbiſhop of *Y.* and *D.* their reſpective iſſues and heirs; and other than the ſaid *S. R.* iſſues and heirs, and the iſſues and heirs of the ſaid *R. R.* deceaſed, cept in reſpect of the proviſo above mentioned) all ſuch right,

This act not to deſtroy any term created by *S. R.*'s father.

Provided neverthelefs, That nothing in this act contained ſhall p dice, defeat or deſtroy any terms for years limited or created by th *R. R.* of and in the premiſſes in the county of *Y.* or any part the for raiſing any portions, maintenances, or ſums of money for ſaid *S. R. C. R.* and *M. R.* reſpectively, or any of them; any &c.

An Act to enable Sir G. P. *Bart. and* R. P. *Eſq; and the Survi them, together with* T. B. *Eſq; to convey and ſettle ſeveral M and Lands in the Counties of* L. N. *and* M.

Recital of ſeveral ſettlements.

WHEREAS Sir *G. P.* of, &c. bart. by virtue of one inde of ſettlement, bearing date, &c. *(recital of ſeveral ſettle* or by virtue of ſome or one of them, ſtands now ſeiſed of an for life, of and in all that the manor and lordſhip of *C.* with the ri &c. in the county of *L.* and alſo of and in all that the manor, & the county of *N.* with the rights, &c. and alſo of and in all that in the county of *M.* as appears by the ſaid ſeveral reſpective dee ſettlement made of the premiſſes: *And whereas* the ſaid Sir *G.* hath been married to his now wife dame *E.* above forty years; an ver had any iſſue by her, and he is now of the age of 68 years, an of the age of 59 years, and there is no probability of iſſue of ſaid marriage: *And whereas* the ſaid *R. P.* hath iſſue male *T. P.* eldeſt ſon and heir-apparent, who attained the age of 21 year *October* laſt: *And whereas* the ſaid Sir *G. P.* and *R. P.* as well for vancement of the ſaid *T. P.* in marriage (to which end there is an honourable and advantageous treaty on foot) as for other adv tages which will thereby accrue to the family, are willing and deſir that the ſaid manors, &c. of which the ſaid Sir *G. P.* ſtands ſeiſed an eſtate for his life, with remainders over as aforeſaid, by virtue of ſaid ſeveral deeds of ſettlement, any or either of them may be conv ed and ſettled to and for the uſe and benefit of the ſaid *T. P.* the iſſue male of his body, ſubject to certain proviſions and eſtates life, to be reſerved to and for the ſaid Sir *G. P.* and *R. P.* reſpectiv and alſo ſubject to ſuch proviſions or jointures as ſhall be agreed upon ſuch woman or women as the ſaid *T. P.* ſhall marry, with other p viſions and limitations to be alſo agreed upon for the benefit and adv tage of the family; *And* the better to enable them to convey and ſet the ſaid eſtates, the ſaid Sir *G. P.* and *R. P.* have joined with t ſaid *T. P.* in ſuffering common recoveries of the ſaid manors and p miſſes, whereby the remainders expectant upon the eſtate-tail, limit

Sir *G. P.* without iſſue.

R. P. has iſſue male *T. P.*

Treaty of marriage, and for advancement of *T. P.*

Perſons for application to parliament.

to the ſaid *T. P.* are barred and deſtroyed; but by reaſon of the contingent remainders previouſly limited to the iſſue-male of the ſaid Sir *G. P.* (whereof there is no probability as aforeſaid) ſuch conveyance and ſettlement may not be effectual without the aid of an act of parliament, and in regard the ſame will be very much to the advantage of the family; *May*, &c. (upon the humble petition of your moſt dutiful and obedient ſubjects, the ſaid Sir *G. P. R. P.* and *T. P.*) that it may be enacted, *and be it enacted* by, &c. That it ſhall and may be lawful to and for the ſaid Sir *G. P.* and *R. P.* and the ſurvivor of them, together with the ſaid *T. P.* and they are hereby authorized to convey, ſettle and aſſure, all or any part or parts of the ſaid manors, &c. which the ſaid Sir *G. P.* ſtands ſeiſed of an eſtate for his life, with remainders over as aforeſaid, by virtue of the ſaid ſeveral deeds of ſettlement, any or either of them, and whereof ſuch common recoveries have been ſuffered as aforeſaid, to and for ſuch uſes, intents and purpoſes, and ſubject to ſuch proviſoes, declarations and agreements, as the ſaid Sir *G. P. R. P.* and *T. P.* ſhall think fit, freed and diſcharged of and from all former uſes, eſtates, truſts and limitations, mentioned, limited or declared, to or for the firſt and other ſons of the ſaid Sir *G. P.* and the heirs male of their reſpective bodies, created by the ſaid deeds of ſettlement, any or either of them; but *nevertheleſs* to the yearly rent-charge of 400*l.* iſſuing out of the manor of *C.* and by act of parliament limited to the ſaid dame *E.* for life, for her jointure, which ſaid yearly rent-charge ſhall not be hurt, prejudiced or leſſened by this act, or by any ſettlement, conveyance or aſſurance, or other matter or thing to be made or done in purſuance or by authority thereof; *Provided always*, That this act, or any ſettlement, conveyance or aſſurance, or other matter or thing to be made or done purſuant thereto, ſhall not extend to defeat or prejudice the payment of any debts or ſums of money, to which the ſaid manors, meſſuages, lands or premiſſes, or any part thereof, is or ſhall be liable: *Saving and Reſerving*, &c. (other than and except the ſaid Sir *G. P.* and the firſt and every other ſon of the ſaid Sir *G. P.* and the ſeveral heirs male of their reſpective bodies, and all claiming or to claim, by, from or under him, them or any of them) all the eſtate, &c.

Enacted, that the premiſſes may be conveyed.

Subject, &c.

Not to defeat the payment of debts chargeable.

Saving, &c.

Act to enable W. H. *the Elder, Eſq; and* W. H. *Eſq; his Son, to make a Jointure, and grant a Leaſe; and for veſting the Inheritance, after a Term of* 500 *years, of Lands in* S. *in Truſtees, to be ſold for raiſing Portions for his Daughters.*

THEREAS by indentures of leaſe and releaſe the releaſe being *Tripartite*, bearing date, &c. and made or mentioned to be made between *E. H.* late of *C.* &c. deceaſed, of the firſt part; *W. H.* of, &c. ſon and heir apparent of the ſaid Sir *E. H.* and *D. H.* wife of the ſaid *W. H.* ſince deceaſed, daughter and heir of Sir *R. D.* bart. deceaſed) of the ſecond part; and *M. H.* late of, &c. deceaſed, and *G. L.* late of, &c. eſq; deceaſed, of the third part; all thoſe the manors, &c. *Were* conveyed to the ſaid *M. H.* and *G. L.* and their heirs, *To the uſe* of the ſaid Sir *E.* for his life and after his

Sir *E. H.*'s ſettlement.

To uſes, with divers remainders over.

his deceaſe *To the uſe*, intent and purpoſe, that *D.* wife of the ſaid Sir *E.* ſhould thereout receive the clear yearly rent of 600*l.* during her life, payable quarterly, with remedies for recovery thereof as therein is mentioned, *And ſo ſubject* and charged therewith, *To the Uſe* of the ſaid *W. H.* for his life; *Remainder* to the ſaid *M. H.* and *G. L.* and their heirs, during the life of the ſaid *W.* *Upon truſt* to preſerve contingent remainders, *Remainder* to the uſe of *W. H.* grandſon of the ſaid Sir *E.* and ſon of the ſaid *W.* and *D.* his wife, during his life, and to his firſt and every other ſon ſucceſſively in tail male, with like proviſion to preſerve contingent remainders; *Remainder* to *F. H.* another ſon of the ſaid *W. H.* and *D.* his wife, ſince deceaſed without iſſue, and to his firſt and every other ſon ſucceſſively in tail male, with the ſame proviſion for preſerving contingent remainders; *Remainder* to all and every other the ſon and ſons of the ſaid *W. H* of *C.* ſucceſſively in tail male; *Remainder* to the uſe of *W. H.* of *R.* for his life, and to his firſt and every other ſon ſucceſſively in tail male, with like proviſion to preſerve contingent remainders as aforeſaid; *Remainder* to the uſe of *D. H.* ſince deceaſed without iſſue, ſecond ſon of *G. H.* of *C. N.* in the ſaid county of *S.* eſq; and *E.* his late wife for his life, and to his firſt and every other ſon ſucceſſively in tail male; *Remainder* to *G. H.* ſince deceaſed without iſſue, one other of the ſons of the ſaid *G. H.* and *E.* his wife, and to his firſt and every other ſon ſucceſſively in tail male, *Remainder* to *M. H.* one other of the ſons of the ſaid *G. H.* and *E.* his wife for his life, and to his firſt and every other ſon ſucceſſively in tail male, with the ſame proviſion for preſerving contingent remainders; *Remainder* to all and every other the ſon and ſons of the body of the ſaid *G. H.* on the body of the ſaid *E.* his wife to be begotten ſucceſſively in tail male; *Remainder* to the right heirs of the ſaid Sir *E.* for ever; *With* a power for the ſaid *W.* and *F. H.* ſons of the ſaid *W. H.* of *C.* reſpectively, as they ſhould reſpectively be in the actual poſſeſſion of the manors and premiſſes aforeſaid in *E.* to limit any part thereof not exceeding the yearly value of 700*l.* for the jointure or jointures of any woman or women they ſhould reſpectively marry, for the life and lives of ſuch woman and women reſpectively; *And alſo* with a power for the ſaid *W. H.* of *C.* and *W. H.* his ſons reſpectively, when he and they ſhould reſpectively be in the actual poſſeſſion of the premiſſes, or any part thereof, by indenture under his and their hand and ſeal, or hands and ſeals reſpectively, teſtified by two or more credible witneſſes, to make any leaſes, demiſes or grants of the ſaid manors, &c. to any perſon or perſons in poſſeſſion and not in reverſion, for any term or number of years not exceeding 21 years, at the beſt improved rents as therein is mentioned, and with a power for the ſaid Sir *E. H.* at any time during his life to revoke all and every the ſaid uſe and uſes, limitation or limitations, eſtate or eſtates, truſt or truſts, and to declare, limit and appoint any other uſes, truſts and eſtates, of or concerning the premiſſes, the uſes and eſtates whereof ſhould be ſo revoked; *And whereas* the ſaid manors, &c. in the ſaid county of *E.* and city of *L.* (other than and except all that, &c.) do now remain and continue unrevoked, and are under and ſubject to the ſtrict limitations of the ſaid recited indenture: *And whereas* the ſaid *W. H.* of *C.* is now in treaty for a marriage of the ſaid *W. H.* his ſon with a conſiderable fortune, and hath agreed to ſettle a jointure of 1200*l.* *per annum*, in conſideration of ſuch marriage, but cannot charge his eſtate ſo in ſettlement as aforeſaid

Power to make jointures,

and leaſes.

Power to Sir *E. H.* to revoke the ſaid uſes and limit new ones.

That this ſettlement ſtand unrevoked, ſaving, &c.

W. H. the ſon in treaty of marriage, and 1200*l.* *per ann.* jointure to be ſettled.

ſaid therwith, or ſettle the ſame, by reaſon of the ſtrict limitations in the ſaid recited ſettlement, without the aid and aſſiſtance of an act of parliament in that behalf; *May*, &c. at the humble petition of the ſaid *H. H.* of *C.* and *W. H.* his ſon, by and with the conſent of the ſaid *H. H.* of *R.* and *G. H.* of *C.* father of the ſaid *M. H.* yet under age, who are the only perſons claiming in remainder by the ſaid ſettlement, that it may be enacted; *And be it enacted* &c. That it ſhall and may be lawful to and for the ſaid *H. H.* of *C.* and *W. H.* the ſon, or for the ſaid *W. H.* the ſon, in caſe he ſurvives his ſaid father, and the ſaid *W. H.* the father and *W. H.* the ſon, and the ſaid *W. H.* the ſon in caſe he ſurvives his father, hereby enabled and empowered, by any deed or deeds, writing or writings to be by them the ſaid *W. H.* the father and *W. H.* the ſon, or the ſaid *W. H.* the ſon in caſe he ſurvive his father, ſigned, ſealed and executed in the preſent of two or more credible witneſſes, either before or after the ſolemnization of the marriage of the ſaid *W. H.* the ſon, and notwithſtanding any reſtrictions or limitations in the ſaid in part recited ſettlement, or in any other deed or ſettlement whatſoever, to grant, limit or appoint any part or parts, parcel or parcels of the ſaid premiſes, &c. in the ſaid county of *E.* (other than and except as herein after excepted) and the ſaid capital meſſuage, &c. and the reverſion and reverſions of the ſame or any of them, not exceeding the yearly value of 120*l.* by ſuch means, quantities, diſtinctions and deſcriptions, as ſhall be agreed upon and thought proper, unto and for the uſe of ſuch perſon as ſhall be the firſt wife of the ſaid *W. H.* ſon of the ſaid *W. H.* *To take effect* immediately from and after the deceaſe of the ſaid *H.* the ſon, (and diſcharged of all prior incumbrances) for and during the natural life of ſuch firſt wife for her jointure, and in lieu and bar of dower, and in lieu of ſuch jointure as the ſaid *W. H.* the ſon may be in poſſeſſion, is by the ſaid recited ſettlement enabled to make ſuch wife: *And it is further enacted*, That the ſaid *W. H.* the ſon, if he ſhall have iſſue one or more ſon or ſons by his ſaid intended wife, and happen to ſurvive her, ſhall be, and is hereby diſabled and reſtrained from making or appointing any jointure to any ſecond or other wife by virtue of the ſaid deed of ſettlement of the, &c. or the ſaid in part recited indenture therein contained, during the life or lives of ſuch ſon or ſons, or their iſſue male; any thing herein, or in the ſaid deed of ſettlement contained to the contrary notwithſtanding: *And it is hereby declared*, that nothing herein before contained ſhall extend to affect or alter the other uſes in the ſame ſettlement, (otherwiſe than in reſpect of the jointure to be limited to ſuch woman as ſhall be the firſt wife of *W. H.* the ſon, and the reſtraint to make a jointure to any other wife in caſe of iſſue male as aforeſaid) but that the ſame ſhall remain and continue of the ſame force and effect as they were before the paſſing of this act, or would have been if this act had never been made, and not otherwiſe. *And* whereas the ſaid *W. H.* of *C.* and *W. H.* his ſon have contracted and agreed to make a leaſe of 63 years to the *governor and company of merchants of Great Britain, trading to the South Seas and other parts of America and for incouraging the fiſhery* of, &c. at a full improved yearly rent without fine or income, but the ſame being contained in the ſaid recited ſettlement, and ſubject to the ſame power of leaſing only for 21 years in poſſeſſion, they are thereby reſtrained from making ſuch leaſe as intended; but it will be very much for the advantage of all perſons intitled

Power given to *H.* the father, and *H.* the ſon, to make a jointure of 120*l.* *per ann.* to the firſt wife of *H.* the ſon.

W. H. the ſon reſtrained from making a jointure to any other wife in caſe there be any iſſue male by this wife.

Nothing to affect other uſes.

Reſtraint from making leaſes for more than 21 years.

titled to the reverſion thereof, if ſuch leaſe might be made as is defir
H. the elder impowered to leaſe the houſes to South Sea Company for 63 years, in ſuch manner as he is impowered to make that leaſe for 21 years.
by the ſaid corporation: *Be it therefore enacted* by the authority afo
ſaid, that it ſhall and may be lawful to and for the ſaid *W. H.* of *C.* a
W. H. his ſon, or the ſurvivor of them, to make and execute ſuch le
of the ſaid recited capital meſſuage, &c. for any term not exceeding
years, to commence from *Lady day* ——— in ſuch manner and up
ſuch terms, as they or either of them are enabled to make any le
thereof for any term not exceeding 21 years, by the ſaid recited ſett
ment; the ſaid recited ſettlement, or any thing, &c. to the contra
&c. notwithſtanding: but the rent thereby reſerved is to be ſubject
Subject, &c.
the ſaid intended jointure, in caſe the ſaid houſes ſhall be taken for
part of the ſaid jointure, and afterwards to ſuch perſons as ſhall be
tled to the reverſion and inheritance thereof, by virtue of the ſaid rec
indenture: *And whereas* alſo by indentures *Quinquepartite*, bear
date, &c. and made, or mentioned to be made, between the ſaid
H. of *C.* and *D.* his wife, of the firſt part, the ſaid Sir *E. H.* of the
cond part, *R. C.* of, &c. gent. of the third part, the ſaid *G. L.* of
fourth part, and the ſaid *W. H.* of *R.* and the ſaid *M. H.* of *C.* of
Lands in *S. H.* and *M.* and *L.* that were the eſtate of *D. H* and ſettled for daughters portions, veſted in truſtees, to pay 5000*l.* a-piece to daughters, and 5000*l.* to *M. A.* and *M. O D.* ſurplus to be laid out in a portion to be ſettled to ſame uſes.
fifth part, divers manors, &c. in the counties of *S. H.* and *M.* and in
city of *L.* being the inheritance of the ſaid *D.* late wife of the ſaid
H. of *C.* part of which ſaid premiſſes in *S.* were before by indent
Tripartite, dated, &c. limited to *J. B.* eſq; and *E. C.* gent. for
term of 99 years, if *D. G.* of *L.* merchant, ſhould ſo long live, w
limited and conveyed *To the uſe* of the ſaid *D. G.* wife of the ſaid *W.*
of *C.* for her life, without impeachment of waſte; *Remainder To the*
of the ſaid *W. H.* of *C.* for his life, without impeachment of waſte;
from and after his deceaſe, *As to* the ſaid premiſſes in the county o
therein particularly mentioned, the uſes thereof are thereby declared
the ſaid Sir *E. H. W. H.* of *R.* and *M. H.* of *C.* their executors,
miniſtrators and aſſigns, for the term of 500 years, without impe
ment of waſte; *Upon truſt*, by mortgage or ſale thereof, or of any p
thereof, and by the rents, iſſues and profits thereof, in the mean t
to raiſe and pay to *D. M.* and *A.* daughters of the ſaid *W. H.* of
and *D.* his wife, 5000*l.* a-piece, at their reſpective ages of 21 years,
days of marriage, which ſhould firſt happen, with maintenances
therein is mentioned, with other proviſions, for all and every oth
daughter and daughters of the ſaid *W. H.* on the body of the ſaid
begotten or to be begotten, and ſubject thereunto, to the uſe of t
ſaid *W. H.* the grandſon for his life without impeachment of waſt
Remainder to the firſt and every other ſon of the ſaid *W. H.* the grandſo
as well born in his life-time as after his deceaſe, ſucceſſively in tail ma
and in default of ſuch iſſue, to *F. H.* his brother, who is ſince de
without iſſue; remainder to every other ſon of the body of the ſaid
H. of *C.* on the body of the ſaid *D.* his wife to be begotten, ſucceſſiv
ly in tail male: *Remainder* to the uſe of all and every the daughter a
daughters of the ſaid *W. H.* of *C.* on the body of the ſaid *D.* begott
or to be begotten in tail; remainder *to the uſe* of the heirs of the body
the ſaid *D.* by the ſaid *W. H.* her huſband begotten or to be begotte
D. the wife of *W. H.* dead, no iſſue but *W. H.* her ſon, and *D. M.* and *A.* daughters.
Remainder to the uſe of the heirs of the body of the ſaid *D. H Remai*
der to the uſe of the ſaid *W. H.* of *C.* his heirs and aſſigns for eve
And whereas the ſaid *D.* the wife of the ſaid *W. H.* of *C.* is ſince dea
leaving no other iſſue than the ſaid *W. H.* her ſon, and the ſaid *D.*
a

nd *A.* her daughters, and the ſaid Sir *E. H.* and *M. H.* being both Sir *E. H.* and *M. H.* dead.
dead, the ſaid term of 500 years became wholly veſted in the ſaid *W.* Term of 500 years veſted in Sir *E. A.* moſt proper to be ſold for raiſing *M.* and *A.*'s portions and a term of 99 years. Advantages of ſale.
H. of *R.* and hath been by him ſince aſſigned to Sir *E. A.* bart. for ſe-
ing the portion of the ſaid *M.* now wife of the ſaid Sir *E. A.* and is
parties concerned and intereſted therein thought moſt proper and
nient to be ſold for raiſing the portions of the ſaid *M.* and *A.*
are yet unpaid; and alſo a term of 99 years, if the ſaid *W. H* of
ſhall ſo long live, in the ſame premiſſes, is veſted in *T. T.* eſq; in
for the further ſecuring the portion of the ſaid *M.* to the ſaid Sir
A. and is in like manner thought moſt proper and convenient alſo to
ſold for the purpoſes aforeſaid; and in caſe the reverſion and inherit-
of the ſaid terms of 99 years and 500 years were ſold, together
the ſaid ſeveral terms, it would be a means of ſpeedier raiſing the
portions, which are already become due and payable, and alſo ad-
the ſaid eſtate to a greater price, and be for the benefit of thoſe
ed to the reverſion, ſubject to the ſaid terms, in caſe the money
by ſuch ſale over and above the ſaid portions, were laid out in the
chaſe of other lands. and ſettled to the ſame uſes as the ſaid reverſion
now ſettled, which by and with the conſent of all parties intitled to
ſaid reverſion, is deſired and intended to be ſo done; *Be it therefore*
enacted by, &c. That all and every the ſaid manors, &c. in the Enacted, that lands in *S.* ſhall be veſted in truſtees to be ſold.
county of *S.* in and by the ſaid recited indenture *quinquepartite*, li-
ed to the ſaid Sir *E. H. W. H.* of *R.* and *M. H.* of *C.* their execu-
&c. for the ſaid term of 500 years as aforeſaid, and every part and
ed thereof, with their and every of their appurtenances, and the re-
ion and inheritance thereof, be and ſhall be, from and after, &c.
ſtly veſted and ſettled in and upon the right reverend father in
, *W.* lord biſhop of *C.* and *R. F.* of, &c. eſq; their heirs and aſſigns
ever, *to the uſe* of them, their heirs and aſſigns, abſolutely acquitted,
and diſcharged of and from the ſaid eſtate and term of 500 years,
all other eſtates, uſes, &c. and contingencies, limited, appointed or
ed, of or concerning the ſame, in and by the ſaid recited inden-
quepartite, ſubject to the ſaid term of 99 years determinable as
ſaid, upon the truſts, and to the intents and purpoſes herein after
ioned, (that is to ſay) that they the ſaid *W.* lord biſhop of *C.* and
F. or the ſurvivor of them, do and ſhall, with all convenient ſpeed
may be, and for the beſt price that can be had, either entirely or
parcels, ſell, diſpoſe of and convey the ſame meſſuages, &c. hereby
ed in them, or ſo much thereof as ſhall be requiſite, and that all and
y ſuch purchaſer and purchaſers under the ſaid *W.* lord biſhop of *C.*
R. F. or the ſurvivor of them, or the heirs or aſſigns of ſuch ſurvi- Purchaſers to enjoy peaceably,
ſhall and may peaceably and quietly hold and enjoy ſuch purchaſes
the ſaid *W. H.* of *C.* and *W. H.* his ſon, and *W. H.* of *R.* the
D. now dame *D. M.* widow, and the ſaid *M.* now dame *M. A.*
of the ſaid Sir *E. A.* bart. and the ſaid Sir *E. A.* and the ſaid *A.*
and every of them, their and every of their heirs and aſſigns, ſons,
and heirs of their reſpective bodies, and againſt all perſons claim-
or to claim, by virtue of the ſaid indenture *quinquepartite*; and alſo not obliged to ſee the application of the purchaſe money after paid.
ſuch purchaſer or purchaſers, paying his, her or their purchaſe-
, on ſuch purchaſe or purchaſes, to the ſaid *W.* lord biſhop of *C.*
R. F. or the ſurvivor of them, his heirs or aſſigns, ſhall be deemed
well paid the ſame, according to the true intent and meaning of

this

this act, and ſhall be diſcharged from the ſame, and ſuch purchaſes purchaſers ſhall not be obliged to ſee the application thereof, or be ſwerable for the loſs or miſapplication thereof: *And upon this fur truſt*, That they the ſaid *W.* lord biſhop of *C.* and *R. F.* and the ſu vor of them, his heirs and aſſigns, do and ſhall, out of the monies r by ſuch ſale or ſales, in the firſt place pay unto the ſaid Sir *E. A.* executors, adminiſtrators or aſſigns, the portion of 5000*l.* and int thereof charged on the ſaid premiſſes, and afterwards the ſaid 50 and intereſt to the ſaid *A. H.* in diſcharge of the ſaid portions of 50 and 5000*l.* by the ſaid indenture *quinquepartite* directed and appoi to be raiſed, and all intereſt due for the ſame, and after payment ſatisfaction of the ſaid ſeveral ſums of 5000*l.* and 5000*l.* and inter aforeſaid, upon truſt to lay out and diſpoſe of the reſidue of the monies ariſing by ſuch ſale in the purchaſe of other lands, tene and hereditaments, and ſettle the ſame, and ſuch part of the ſaid e as ſhall remain unſold, if any, to the ſame uſes as are in and by the recited indenture *quinquepartite* limited of the ſaid premiſſes be veſted in them as aforeſaid, after the determination of the ſaid ter 500 years; (proviſo that truſtees ſhall not be liable for each oth *Saving, &c.*

The money to pay ſaid portions.

THIRDLY, To ſettle Eſtates before and after Marriage; Proviſion for Wives and Families; and to end Law-ſuits Controverſies

An Act for ſettling the Eſtate of the moſt Noble J. *Duke of* R. *and* J. *Eſq; commonly called Marquis of* G. *Son and Heir-apparent of the Duke, on the* Marriage of the ſaid Marquis of* G. *with the Ho able* B. S. *only Child of the Right Honourable* R. *Lord* L. *An for veſting the Eſtates of the ſaid* R. *Lord* L. *and* B. S. *therein men in Truſtees, to be ſold for raiſing Money for the Marriage-portion ſaid* B. S.

* Note this is before marriage.

WHEREAS, by indentures of leaſe and releaſe, the leaſe b ing date the day next before the day of the date of the rele and the releaſe being *quinquepartite*, bearing date, &c. and made mentioned to be made between the moſt noble *J.* late duke of *R.* f deceaſed, (by the name of the right honourable *J.* earl of *R.* lord *R. H. T.* and *B.* and lord *M.* of *H.*) and the moſt noble *K.* now dutch dowager of *R.* (by the name of the right honourable the lady of *K.* of the daughters of the right honourable *B.* late lord viſcount *C.* now counteſs of *R.* wife of the ſaid earl of *R.*) and the moſt noble now duke of *R.* (by the name of the right honourable *J.* commo called *J. M.* lord *R.* the eldeſt ſon of the ſaid earl of *R.* by the lady *K.* his wife) of the firſt part, the honourable *C. B* eſq; ſince ceaſed, one of the ſons of the right honourable *M.* late earl of *L.* ceaſed, and the honourable *P. B.* (ſince alſo deceaſed) ſecond ſon of right honourable *R.* late earl of *L.* and lord great chamberlain of *E land*, (now alſo deceaſed) of the ſecond part, the moſt noble *W.* duke of *B.* deceaſed, (by the name of the right honourable *W.* ear

Recital of leaſe and releaſe, whereby eſtates in *L. M.*

...lord *R.* baron *R.* of *T.* knight of the moſt noble order of the garter, ... of their majeſties moſt honourable privy council) and the right ... *R.* lady *R.* widow and relict of *W.* late lord *R.* deceaſed, ... time, ſon and heir-apparent of the ſaid earl of *B.* and the ... *K.* late ducheſs of *R.* deceaſed, (by the name of the ho... *K. R.* youngeſt daughter of the ſaid *R.* lady *R.* by the ſaid ... lord *R.*) of the third part, *S. C.* eſq; ſon and heir-apparent of ... *C.* of, &c. knight, *J. C.* eſq; brother of the ſaid Sir *S.* and *H.* ... one other of the brothers of the ſaid Sir *S. C.* (all three ſince ...) of the fourth part, and the moſt noble *W.* duke of *D.* (by the ... the right honourable *W.* lord *C.* ſon and heir-apparent of the ...ourable *W.* earl of *D.* and the honourable *J. R.* (ſince deceaſ... of the ſons of the ſaid late earl of *B.* of the fifth part, and by ... in purſuance of the covenant in the ſaid indenture of releaſe ... in that behalf, All that the honour, caſtle and manor of *B.* ...unties of *L.* and *M.* or one of them, with all the rights, &c. ... thoſe, &c. and, &c. and all that the manor, &c. in the county ... and all, &c. and alſo all thoſe the manors of *G.* and *S.* in the ... of *N.* and all, &c. and alſo all thoſe the manors or lordſhips of, in *D. N.* ... the county of *W.* with their and every of their appurtenances, and *W.* ... all, &c. (*Except* all thoſe the ſaid manors, &c.) *In conſidera-* ... marriage then intended, and ſoon after ſolemnized between the except, &c. ... lord *R.* (now duke of *R.*) and *K. R.* and other conſiderations in conſidera- ... ſaid indenture *quinquepartite* of releaſe mentioned, *are and ſtand* tion of mar- ..., (among other lands and hereditaments therein mentioned) after riage, are li- ...ceaſe of the ſaid *J.* late duke of *R.* deceaſed, *To the uſe* of the mited to the uſes of *J.* ... now duke of *R.* for the term of 99 years, if he ſhall ſo long duke of *R.* ... without impeachment of waſte; remainder to the ſaid *C. B.* and for 99 years, ... their heirs during the life of the ſaid *J.* now duke of *R.* in to preſerve ...preſerve contingent remainders, and after the deceaſe of the contingent ... now duke of *R.* then, as to part of the ſaid premiſſes, to the uſe remainders. ... ſaid *K. R.* late ducheſs of *R.* (ſince alſo deceaſed) for her life ...jointure: *And as to* other part of the ſaid premiſſes ſo limited to Other premiſ- ... *J.* now duke of *R.* for his life, as aforeſaid, *To the uſe* of the ſes veſted in ... *S. C. J. C.* and *H. C.* their executors, &c. for the term of 400 truſtees for ... in truſt for raiſing portions for the daughters, and annuities for 400 years to ...nger ſons of the ſaid *J.* now duke of *R.* by the ſaid lady *K.* in raiſe portions ... an elder ſon and maintenance for them reſpectively in ſuch man- for his young- ... is therein declared; *And* as to all and ſingular the ſaid honours, er children. ...herein before mentioned to be limited in uſe to the ſaid *J.* now ... of *R.* for his life ſubject nevertheleſs to, and chargeable with the ...e-eſtate of the ſaid *K.* late ducheſs of *R.* and the truſts declared ... ſaid term of four hundred years) immediately from and after the ...ination of the ſeveral eſtates in and by the ſaid recited indenture ...partite thereof reſpectively limited and declared, and as the ſame ... reſpectively end and determine; *To the uſe* of the firſt, ſecond, ... and all and every other ſon and ſons of the ſaid *J.* now duke of ... the ſaid *K.* late ducheſs of *R.* in tail male: remainder as to all Remainder to ... manors, &c. thereby limited for the ſaid term of 400 years, to his appoint- ... *W.* lord *C.* (now duke of *D.*) and *J. R.* their executors, &c. ment. ... term of 500 years without impeachment of waſte, *In truſt* for ... portions for the daughters of the ſaid *J.* now duke of *R.* by the

ſaid

ſaid *K.* late ducheſs of *R.* in caſe of failure of iſſue male of the ſaid n
duke of *R.* by her, with maintenance for ſuch daughters as are in
ſaid indenture *quinquepartite* in that behalf mentioned; remainder
all and ſingular the ſaid honours, &c. herein before mentioned to
been limited in uſe to the ſaid *J.* now duke of *R.* for his life, as
ſaid, immediately after the determination of the reſpective uſes an
tates in and by the ſaid recited indenture *quinquepartite* thereof lim
and as the ſame ſhould reſpectively end and determine, to the u
ſuch perſon and perſons, and for ſuch eſtate and eſtates, uſes, in
and purpoſes, and ſubject to ſuch limitations, declarations, truſts,
viſoes and agreements, and in ſuch manner and form, as the ſaid *J.*
earl of *R.* by any deed or deeds to be by him ſealed and delivered
preſence of three or more credible witneſſes, or by his laſt will and
ment in writing teſtified as aforeſaid, ſhould from time to time
declare, direct or appoint: and for want of ſuch declaration, limit
direction or appointment, *To the uſe* of the firſt, ſecond, third, a
and every other the ſon and ſons of the ſaid *J.* now duke of *R.* by
other woman which he ſhould happen to marry after the deceaſe o
ſaid *K.* late ducheſs of *R.* deceaſed, in tail male ſucceſſively; rema
to the honourable *T. B. M.* ſecond ſon of the ſaid *J.* late duke
by the ſaid *K.* ducheſs dowager of *R.* his wife, for and during the l
the ſaid *T. B. M.* without impeachment of waſte; remainder t
ſaid *C. B.* and *P. B.* and their heirs during the life of the ſaid
M. in truſt to preſerve the contingent remainders; remainder t
firſt, ſecond, third, and all and every other ſon and ſons of the ſa
B. M. in tail male ſucceſſively; remainder to the ſaid *J.* late du
R. his heirs and aſſigns for ever, with a power in the ſaid inde
quinquepartite of releaſe contained, for him the ſaid *J.* now duke
in caſe he ſhould happen to ſurvive the ſaid *K.* late ducheſs of
wife, ſince deceaſed, by indenture under his hand and ſeal, ſigne
ſealed by him in the preſence of two or more credible witneſſes, to a
limit and appoint all or any part or parts of the ſaid manors, &c.
by limited to the uſe of the ſaid *K.* late ducheſs of *R.* deceaſed, fo
life for her jointure, not exceeding the yearly value of 1500*l.* to
woman or women which the ſaid *J.* now duke of *R.* ſhould after
marry, for the life or lives of ſuch woman or women ſucceſſively for
or their jointure or jointures; *And whereas* by indenture *tripa*
bearing date, &c. made or mentioned to be made between the ſaid
late duke of *R.* deceaſed, (by the name of the right honourable *J.*
of *R.* lord *R.* of *H. T. B.* and lord *M.* of *H.*) and the ſaid *J.* now d
of *R.* (by the name of the right honourable *J.* commonly called *J.*
lord *R.* the eldeſt ſon of the ſaid earl of *R.* by the right honourable
counteſs of *R.* his now wife) of the firſt part, *J. L.* of, &c. gent.
T. B. of, &c. gent. of the ſecond part, and *W. E.* of, &c. eſq; and
E. of *D.* in the ſaid county of *D.* eſq; of the third part, and other
ſurances in the law, *All* thoſe the manors, &c. in the ſaid county of
and all, &c. and all that capital meſſuage, &c. in the county of *M.*
all, &c. and all that the manor, &c. in the county of *R.* together wi
&c. to the ſaid manor or reputed manor and rectory of *P.* aforeſaid,
to either of them, and all and ſingular the other manors, &c. and
and ſingular houſes, &c. (*Except* all thoſe the manors, &c. in the
county of *D.* parcel of the ſaid manors and hereditaments herein bef
mentione

Or for want the eſf, to the child en of any other wife, with divers remainders over.

With power to make a jointure.

Conveyance of eſtates in *D.*

In *M.* and *R.*

tioned, and comprized in the ſaid indenture *tripartite*, and which thereby limited in uſe to the ſaid *J.* late earl of *R.* deceaſed, for his remainder to the ſaid *J.* lord *R.* now duke of *R.* and his heirs,) *ſideration* of the ſaid marriage between the ſaid *J.* now duke of *R.* late ducheſs of *R.* deceaſed, and other conſiderations in the ſaid deeture *tripartite* mentioned, *Are* and ſtand limited, after the de- of the ſaid *J.* late duke of *R.* deceaſed *To the uſe* of the ſaid *J.* duke of *R.* for a term of 99 years, if he ſhall ſo long live, with- peachment of waſte; remainder to the ſaid *W. E.* and *H. B.* their heirs, during the life of the ſaid laſt mentioned duke, in truſt ſerve the contingent remaindets; remainder to the ſaid *J. M.* now marquis of *G.* firſt and eldeſt ſon of the ſaid *J.* now duke of by the ſaid *K.* late ducheſs of *R.* deceaſed, in tail male; remainder ſecond, third, and all and every other the ſons of the ſaid *J.* ke of *R.* by the ſaid *K.* late ducheſs of *R.* deceaſed, ſucceſſively male; remainder to ſuch perſon and perſons, and for ſuch eſtate ates, uſes, intents and purpoſes, and ſubject unto ſuch limitations, ations, truſts, proviſoes and agreements, as the ſaid *J.* late duke by any deed or deeds, to be by him ſealed and delivered in the e of three or more credible witneſſes, or by his laſt will and teſta- writing, publiſhed and declared in the preſence of three or more witneſſes, ſhould from time to time limit, declare, direct or ap- *And* in default of ſuch limitation, declaration, direction or ap- t. to the firſt, ſecond, third, and all and every other the ſon of the ſaid *J.* now duke of *R.* on the body of any other wo- ſhould happen to marry after the deceaſe of the ſaid *K.* late of *R.* deceaſed, in tail male; remainder to the ſaid *T. B. M.* of 99 years, if he ſhould ſo long live, without impeachment ; remainder to the ſaid *W. E.* and *H. B.* and their heirs, dur- of the ſaid *T. B. M.* *In truſt* to preſerve the contingent re- ; remainder to the firſt, ſecond, third, and all and every other and ſons of the ſaid *T. B. M.* ſucceſſively in tail male; remain- the ſaid *J.* late duke of *R.* his heirs and aſſigns for ever: *And* by indenture of releaſe, bearing date, &c. made or mentioned ade between the ſaid *J.* late duke of *R.* ſince deceaſed, (by the f, &c.) of the one part, and the right honourable *J. L. G.* late *G.* deceaſed, (by the name of Sir *J. L. G.* of *T.* in the county of t.) Sir *W. L.* late of, &c. ſince deceaſed, *R. L.* the elder, of, q: ſince deceaſed, and the ſaid *T. B* (by the name of *T. B.* of, reat.) of the other part, and other aſſurances in the law, *All* thoſe nors of, &c. in the county of *Y.* with their, &c. for the conſide- in the ſaid laſt mentioned indenture of releaſe mentioned, are ood limited after the deceaſe of the ſaid *J.* late duke of *R.* and the *T. B M.* his ſon; and in caſe of failure of iſſue male of the body ſaid *T. B. M.* and after the determination of a term of 500 years limited upon ſeveral truſts now determined, *To the uſe* of the *J.* now duke of *R.* for life, without impeachment of waſte; re- r to the ſaid Sir *J. L. G.* Sir *W. L. R. L.* and *T. B.* and their during the life of the ſaid *J.* now duke of *R.* in truſt to preſerve ingent remainders; remainder to the ſaid *J. M.* now marquis in tail male: remainder to the ſecond, third, and all and every the ſon and ſons of the ſaid *J.* now duke of *R.* in tail male; re-

In conſideration of ſaid marriage, are limited to *J.* duke of *R.* for 99 years, to preſerve contingent, with divers remainders over.

Appointment; in default thereof, how ſettled.

Releaſe, whereby lands in *Y.* ſtand limited to the uſe of *J.* duke of *R.* and *T. B. M.* for life, &c. to preſerve contingent remainders; remainder, &c.

from and after the ſolemnization of the ſaid intended marriage, for during and until the full end and term of 99 years fully to be e pleat and ended, *Upon the Truſts*, and to and for the ends, intents purpoſes, and with and under the proviſoes and agreements he after mentioned and declared of and concerning the ſame; that ſay, *Upon Truſt* that the ſaid *(truſtees)* and the ſurvivor of them the executors, &c. ſhall and may, by and out of the rents, iſſues profits of the manors, lands, tenements, hereditaments and pre ſo limited to them for 99 years, yearly and every year durin joint lives of the ſaid *J.* marquis of *G.* and *B. S.* his intended raiſe, levy, pay and diſpoſe of the yearly ſum of 500*l.* of lawful free and clear of and from all taxes, charges, and deductions ſoever, to ſuch perſon and perſons, and for ſuch uſes, intent purpoſes, as the ſaid *B. S.* alone, and without the ſaid marquis her intended huſband, notwithſtanding her coverture, by any or writings under her hand ſhall from time to time direct and app And to the intent that the ſame yearly ſum of 500*l.* may be diſ of and applied to and for the ſole, peculiar and ſeparate uſe an nefit of the ſaid *B. S.* and for her apparel and ornaments, or o wiſe, as ſhe ſhall think fit, and may not be ſubject to the con debts, engagements, or intermeddling of the ſaid *J.* marquis of G intended huſband; the ſaid yearly ſum of 500*l.* to be levied and half-yearly at, &c. the firſt payment, &c. and the receipt or re of the ſaid *B. S.* alone under her hand, or of ſuch perſon or p as ſhe ſhall ſo appoint to receive the ſame as aforeſaid, ſhall, no ſtanding her coverture, from time to time be a ſufficient diſcharg the ſaid *(truſtees)* for ſo much as ſhall therein be acknowledged preſſed to be paid; *And alſo upon truſt* to permit the reſidue of th rents, iſſues and profits of the premiſſes ſo limited to them for t term of 99 years, over and above the ſaid 500*l. per annum*, an and charges of the ſaid truſtees upon account thereof, to be rece the ſaid *J.* marquis of *G.* and his aſſigns during the joint lives and the ſaid *B. S.* his intended wife. *Provided always*, and it is h declared and enacted, That if the ſaid *J.* marquis of *G.* ſhall from to time during the joint lives of him and the ſaid *B. S.* his intended well and truly pay, or cauſe to be paid, unto the proper hands o ſaid *B. S.* or by her appointment, for her ſeparate uſe and diſp the ſaid yearly ſum of 500*l.* by half yearly payments as aforeſaid, it and may be lawful to and for the ſaid marquis *G.* and his aſſigns, im ceaſe to receive and take to his and their own uſe, during the joint of him the ſaid marquis and the ſaid *B. S.* his intended wife, the r iſſues and profits of the ſame premiſſes ſo limited for the ſaid term o years. *Provided alſo*, and it is hereby declared and enacted, when all the truſts of the ſaid term of 99 years ſhall be fully exec and performed, and all arrears due or to grow due of the ſaid an ſum of 500*l.* ſhall be paid and ſatisfied, and the coſts and charges o truſtees relating thereunto ſhall be raiſed and diſcharged, then and thenceforth the ſaid term of 99 years ſhall ceaſe, determine and be void. *And as to, for and concerning* the ſaid manors, capital meſſu lands, tenements, hereditaments and premiſſes herein before limite uſe to the ſaid *(truſtees)* their executors, &c. for 99 years, from after the end, expiration or other ſooner determination of the ſame t

Proviſo.

Further limitations of uſes and truſts.

ſubject in the mean time thereunto, *To the uſe* and behoof of the ſaid *J. M.* commonly called marquis of *G.* and his aſſigns, for and during the term of his natural life, without impeachment of or for any manner of waſte; and from and after the determination of that eſtate, *to the uſe* and behoof of the ſaid *(truſtees)* and their heirs during the life of the ſaid marquis of *G.* in truſt to preſerve the contingent remainders herein after limited from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions, as occaſion ſhall be or require; yet nevertheleſs to permit and ſuffer the ſaid *J.* marquis of *G.* to receive and take the rents, iſſues and profits thereof during his life, and immediately from and after the deceaſe of the ſaid marquis of *G.* to the uſe and behoof of the ſaid *B. S.* and her aſſigns for and during her natural life for her jointure, and in full recompence, ſatisfaction and bar of dower, title of dower, and thirds at the common law, which ſhe the ſaid *B. S.* can, or at any time hereafter may have or claim out of the manors, lands, tenements and hereditaments hereby limited to her for life, or out of any other the manors, honours, lands, tenements and hereditaments, whereof the ſaid *J.* marquis of *G.* now is or any time hereafter during the coverture between him and the ſaid *B. S.* ſhall happen to be ſeiſed of any eſtate of freehold or inheritance; and immediately from and after the deceaſe of the ſurvivor of them, the ſaid *J.* marquis of *G.* and *B. S. To the uſe* and behoof of *(the truſtees)*, their executors, &c. for and during and unto the full end and term of 60 years, without impeachment of or for any manner of waſte, *Upon the truſts*, and ſubject to the proviſoes and agreements herein after mentioned, expreſſed and declared of and concerning the ſame; and immediately from and after the expiration, or other ſooner determination of the ſaid term hereby limited, and ſubject thereto, *To the uſe* and behoof of the firſt ſon of the ſaid *J. M.* commonly called marquis of *G.* on the body of the ſaid *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and in default of ſuch iſſue, *to the uſe* and behoof of the ſecond ſon of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of ſuch ſecond ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the third ſon of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of ſuch third ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and every other the ſon and ſons of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife lawfully to be begotten, ſeverally and ſucceſſively in remainder one after another, in order and courſe as they and every of them ſhall be in priority of birth, and of the ſeveral reſpective heirs male of the body and bodies of all and every ſuch ſaid ſons lawfully iſſuing; the elder of ſuch ſon and ſons, and the heirs male of his body iſſuing, being always preferred and to take before any younger of them, and the heirs male of his and their body and bodies reſpectively; and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid now duke of *R.* for and during the term of his natural life, without impeachment of or for any manner of waſte; and immediately from and after the deceaſe of the ſaid *J.* now duke of *R.* *To the uſe* and behoof of the ſaid *J. M.* commonly called marquis of *G.* and the heirs male of his

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ceaſe of the ſaid *L.* ducheſs of *R* his now wife lawfully to b
en, and the heirs male of the body of ſuch firſt ſon lawfully iſſui
in default of ſuch iſſue, *To the uſe* and behoof of the ſecond ſo
ſaid *J.* now duke of *R.* on the body of any woman or women
happen to marry after the deceaſe of the ſaid *L.* ducheſs of *R.*
heirs male of the body of ſuch ſecond ſon lawfully iſſuing; an
fault of ſuch iſſue, *To the uſe* and behoof of the third, &c. ſon a
of the ſaid *J.* now duke of *R.* on the body of any other woman
men which he ſhall happen to marry after the deceaſe of the ſaid
ducheſs of *R.* lawfully to be begotten, either born in his life-t
after his deceaſe, ſeverally, ſucceſſively, and in remainder on
another, in order and courſe as they, and every of them, ſ
in priority of birth, and of the ſeveral and reſpective heir
of the body and bodies of all and every ſuch ſon and ſon
fully iſſuing; the elder of ſuch ſons, and the heirs male of hi
iſſuing, being always preferred and to take before a younger of th
ſons and the heirs male of his body iſſuing; and in default of ſuch
To the Uſe and behoof of the ſaid lady *K. M.* lady *R. M.* lady
and lady *L. M.* and lady *C. M.* daughter of the ſaid now duke
ſaid *L.* ducheſs of *R.* his now wife, and all and every other the
ter and daughters of the ſaid *J.* now duke of *R.* lawfully begott
to be begotten, to take as tenants in common, and not as joint-te
and of the ſeveral and reſpective heirs of the ſeveral and reſpecti

heritance of the ſame
ſaid; and alſo one or
is of *G.* by the ſaid
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and of the heirs of her and their body and bodies iſſu-
default of ſuch iſſue *To the Uſe* of the ſaid *R. M* of
e county of *N* eſq; and of the heirs male of his body law-
, or to be begotten; and in default of ſuch iſſue, *To the*
hoof of the ſaid *J.* now duke of *R.* and of his heirs and aſ-
er, and to and for no other uſe, intent or purpoſe what-
d as to, for and concerning all thoſe the manors of, &c.
wherein they the ſaid *J.* now duke of *R* and *J.* marquis
ber of them, now have or hath any eſtate of freehold or
, ſituate, &c. immediately from and after the determination
ral uſes and eſtates thereof herein before reſpectively li-
as the ſame ſhall reſpectively end and determine *To the Uſe*
of the ſaid *W. M.* eſq; commonly called lord *W. M.* and
his body lawfully iſſuing; and in default of ſuch iſſue,
and behoof of the ſaid *T. M.* eſq; commonly called lord
the heirs male of his body lawfully iſſuing; and in default
e, *To the Uſe* and behoof of the ſaid *S. M.* eſq; commonly
S. M and the heirs male of his body lawfully iſſuing; and
f ſuch iſſue, *To the Uſe* and behoof of the ſaid *G. M.* eſq;
called lord *G. M.* and the heirs male of his body lawfully
d in default of ſuch iſſue, *To the Uſe* and behoof of the
ſon and ſons of the ſaid *J.* now duke of *R.* on the body of
ducheſs of *R.* his now wife begotten and to be begotten,
in his life-time or after his deceaſe, ſeverally, ſucceſſively,
ainder one after another, in order and courſe as they and
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awfully iſſuing; every elder of ſuch ſon and ſons, and the
of his and their body and bodies iſſuing, being always pre-
to take before a younger of them, and the heirs male of his
g; and in default of ſuch iſſue *To the Uſe* and behoof of
n of the ſaid *J.* now duke of *R.* on the body of any woman
he ſhall happen to marry after the deceaſe of the ſaid *L.*
R his now wife, lawfully to be begotten, and the heirs male
dy of ſuch firſt ſon lawfully iſſuing; and in default of

from and after the ſolemnization of the ſaid intended marriage, for during and until the full end and term of 99 years fully to be pleat and ended, *Upon the Truſts*, and to and for the ends, intents purpoſes, and with and under the proviſoes and agreements h after mentioned and declared of and concerning the ſame; that ſay, *Upon Truſt* that the ſaid *(truſtees)* and the ſurvivor of them the executors, &c. ſhall and may, by and out of the rents, iſſues profits of the manors, lands, tenements, hereditaments and pre ſo limited to them for 99 years, yearly and every year durin joint lives of the ſaid *J.* marquis of *G.* and *B. S.* his intended raiſe, levy, pay and diſpoſe of the yearly ſum of 500*l.* of lawful free and clear of and from all taxes, charges, and deductions ſoever, to ſuch perſon and perſons, and for ſuch uſes, intent purpoſes, as the ſaid *B. S.* alone, and without the ſaid marquis her intended huſband, notwithſtanding her coverture, by any or writings under her hand ſhall from time to time direct and ap And to the intent that the ſame yearly ſum of 500*l.* may be diſ of and applied to and for the ſole, peculiar and ſeparate uſe an nefit of the ſaid *B. S.* and for her apparel and ornaments, or o wiſe, as ſhe ſhall think fit, and may not be ſubject to the con debts, engagements, or intermeddling of the ſaid *J.* marquis of G intended huſband; the ſaid yearly ſum of 500*l.* to be levied and half-yearly at, &c. the firſt payment, &c. and the receipt or re of the ſaid *B. S.* alone under her hand, or of ſuch perſon or p as ſhe ſhall ſo appoint to receive the ſame as aforeſaid, ſhall, no ſtanding her coverture, from time to time be a ſufficient diſcharg the ſaid *(truſtees)* for ſo much as ſhall therein be acknowledged preſſed to be paid; *And alſo upon truſt* to permit the reſidue of th rents, iſſues and profits of the premiſſes ſo limited to them for t term of 99 years, over and above the ſaid 500*l. per annum*, an and charges of the ſaid truſtees upon account thereof, to be rec the ſaid *J.* marquis of *G.* and his aſſigns during the joint lives o

Proviſo. and the ſaid *B. S.* his intended wife. *Provided always*, and it is h declared and enacted, That if the ſaid *J.* marquis of *G.* ſhall from to time during the joint lives of him and the ſaid *B. S.* his intended well and truly pay, or cauſe to be paid, unto the proper hands of ſaid *B. S.* or by her appointment, for her ſeparate uſe and diſp the ſaid yearly ſum of 500*l.* by half yearly payments as aforeſaid, it and may be lawful to and for the ſaid marquis *G.* and his aſſigns, in eaſe to receive and take to his and their own uſe, during the joint of him the ſaid marquis and the ſaid *B. S.* his intended wife, the r iſſues and profits of the ſame premiſſes ſo limited for the ſaid term o years. *Provided alſo*, and it is hereby declared and enacted, when all the truſts of the ſaid term of 99 years ſhall be fully exec and performed, and all arrears due or to grow due of the ſaid an ſum of 500*l.* ſhall be paid and ſatisfied, and the coſts and charges of truſtees relating thereunto ſhall be raiſed and diſcharged, then and thenceforth the ſaid term of 99 years ſhall ceaſe, determine and be

Further limitations of uſes and truſts. void. *And as to, for and concerning* the ſaid manors, capital meſſu lands, tenements, hereditaments and premiſſes herein before limite uſe to the ſaid *(truſtees)* their executors, &c. for 99 years, from after the end, expiration or other ſooner determination of the ſame te

subject in the mean time thereunto, *To the use* and behoof of the said *J. M.* commonly called marquis of *G.* and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste; and from and after the determination of that estate, to the use and behoof of the said *(trustees)* and their heirs during the life of the said marquis of *G.* in trust to preserve the contingent remainders hereinafter limited from being defeated or destroyed, and for that purpose to make entries and bring actions, as occasion shall be or require; yet nevertheless to permit and suffer the said *J.* marquis of *G.* to receive and take the rents, issues and profits thereof during his life, and immediately from and after the decease of the said marquis of *G.* to the use and behoof of the said *B. S.* and her assigns for and during her natural life for her jointure, and in full recompence, satisfaction and bar of dower, title of dower, and thirds at the common law, which she the said *B. S.* can, or at any time hereafter may have or claim out of the manors, lands, tenements and hereditaments hereby limited to her for life, or out of any other the manors, honours, lands, tenements and hereditaments, whereof the said *J.* marquis of *G.* now is or any time hereafter during the coverture between him and the said *B. S.* shall or may be seised of any estate of freehold or inheritance; and immediately from and after the decease of the survivor of them, the said *J.* marquis of *G.* and *B. S. To the use* and behoof of *(the trustees)*, their executors, &c. for and during and unto the full end and term of 60 years, without impeachment of or for any manner of waste, *Upon the trusts*, and subject to the provisoes and agreements herein after mentioned, expressed and declared of and concerning the same; and immediately from and after the expiration, or other sooner determination of the said term of years, and subject thereto, *To the use* and behoof of the first son of the said *J. M.* commonly called marquis of *G.* on the body of the said *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of such first son lawfully issuing; and in default of such issue, *To the use* and behoof of the second son of the said *J.* marquis of *G.* on the body of the said *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of such second son lawfully issuing; and in default of such issue, *To the use* and behoof of the third son of the said *J.* marquis of *G.* on the body of the said *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of such third son lawfully issuing; and in default of such issue, *To the use* and behoof of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other the son and sons of the said *J.* marquis of *G.* on the body of the said *B. S.* his intended wife lawfully to be begotten, severally and successively in remainder one after another, in order and course as they and every of them shall be in priority of birth, and of the several respective heirs male of the body and bodies of all and every such son and sons lawfully issuing; the elder of such son and sons, and the heirs male of his body issuing, being always preferred and to take before the younger of them, and the heirs male of his and their body and bodies issuing; and in default of such issue, *To the use* and behoof of the said now duke of *R.* for and during the term of his natural life, without impeachment of or for any manner of waste; and immediately from and after the decease of the said *J.* now duke of *R To the use* and behoof of the said *J. M.* commonly called marquis of *G.* and the heirs male of his

body lawfully to be begotten; and in default of such issue, *Then* [illegible] *for and concerning* all those the manors of, &c. in the said county [illegible] whereof or wherein they the said *J.* now duke of *R.* and *J.* marq[uis] *G.* or either of them, now have or hath any estate of freehold or [inheri]ritance, in possession, reversion, remainder or expectancy, situate, *To the use* and behoof of the said *W. M.* esq; commonly called lo[rd] *M.* and the heirs male of his body lawfully issuing: and in defa[ult] such issue, *To the use* and behoof of the said *T. M.* esq; commonly ed lord *T. M.* and the heirs male of the body of the said *T. M.* la[wfully] issuing: and in default of such issue, *To the use* and behoof of the honourable *S. M.* esq; commonly called lord *S. M.* eldest son of th[e] *J.* now duke of *R.* by the said *L.* now duchess of *R.* and the male of the body of the said *S. M.* lawfully issuing; and in defa[ult] such issue, *To the use* and behoof of the right honourable *G. M.* commonly called lord *G. M.* second son of the said *J.* now duke [of] by the said *L.* now duchess of *R.* and the heirs male of the body o[f] said *G. M.* lawfully issuing; and in default of such issue, *To the u[se]* behoof of the third, &c. and all and every other the son and sons [of] said *J.* now duke of *R.* on the body of the said *L.* duchess of *R.* now wife begotten, and to be begotten, either born in his life-time after his decease, severally, successively, and in remainder one after ther, in order and course as they and every of them shall be in pri[ority] of birth, and of the several and respective heirs male of the body a[nd] dies of all and every such son and sons lawfully issuing; every el[der] such son and sons, and the heirs male of his and their body and [bodies] issuing, being always preferred and to take before a younger of [them] and the heirs male of his body issuing; and in default of such issue *the use* and behoof of the first son of the said *J.* now duke of *R.* o[f the] body of any other woman and women he shall happen to marry aft[er the] decease of the said *L.* duchess of *R.* his now wife lawfully to be b[e]ten, and the heirs male of the body of such first son lawfully issuing; in default of such issue, *To the use* and behoof of the second son o[f the] said *J.* now duke of *R.* on the body of any woman or women he happen to marry after the decease of the said *L.* duchess of *R.* and heirs male of the body of such second son lawfully issuing; and in fault of such issue, *To the use* and behoof of the third, &c. son and of the said *J.* now duke of *R.* on the body of any other woman or men which he shall happen to marry after the decease of the said *L.* duchess of *R.* lawfully to be begotten, either born in his life-time after his decease, severally, successively, and in remainder one a[fter] another, in order and course as they, and every of them, shall in priority of birth, and of the several and respective heirs m[ale] of the body and bodies of all and every such son and sons l[awfully] fully issuing; the elder of such sons, and the heirs male of his b[ody] issuing, being always preferred and to take before a younger of the s[ame] sons and the heirs male of his body issuing; and in default of such is[sue] *To the Use* and behoof of the said lady *K. M.* lady *R. M.* lady *F.* and lady *E. M.* and lady *C. M.* daughter of the said now duke by said *L.* duchess of *R.* his now wife, and all and every other the daug[h]ter and daughters of the said *J.* now duke of *R.* lawfully begotten, to be begotten, to take as tenants in common, and not as joint-tenan[ts] and of the several and respective heirs of the several and respective b[odies]

ſues of ſuch daughter and daughters lawfully iſſuing: And if any of the ſaid daughters ſhall happen to die without heirs of their reſpective or body iſſuing, then the ſhare and ſhares of ſuch of them ſo without heirs of her or their body or bodies, ſhall from time to as any of the ſaid daughters ſhall die without heirs of her or their ive body or bodies iſſuing, go and remain to the ſurvivors and , and others and other of every ſuch daughters and daughter, the heirs of their or her bodies or body, by way of croſs-remain- till all and every of ſuch daughters and daughter ſhall die without of their or any of their bodies or body iſſuing; and in default of iſſue, *To the Uſe* of the ſaid *K.* lady *G.* and *D.* counteſs of *G.* as ts in common, and not as joint-tenants, and of the ſeveral and re- ive heirs of the ſeveral and reſpective bodies of the ſaid *K.* lady *G.* *D.* counteſs of *G.* lawfully iſſuing; and if either of them the ſaid dy *G.* and *D.* counteſs of *G.* ſhall happen to die without any iſſue their bodies, then the part, ſhare and proportion of her or them ſo , ſhall be to the uſe of the ſurvivors and ſurvivor, and others and r of them, and of the heirs of her and their body and bodies iſſu- and in default of ſuch iſſue *To the Uſe* of the ſaid *R. M* of *H.* in the county of *N* eſq; and of the heirs male of his body law- begotten, or to be begotten; and in default of ſuch iſſue, *To the* and behoof of the ſaid *J.* now duke of *R.* and of his heirs and aſ- for ever, and to and for no other uſe, intent or purpoſe what- : *And as to, for and concerning* all thoſe the manors of, &c. eof or wherein they the ſaid *J.* now duke of *R* and *F.* marquis . or either of them, now have or hath any eſtate of freehold or itance, ſituate, &c. immediately from and after the determination the ſeveral uſes and eſtates thereof herein before reſpectively li- , and as the ſame ſhall reſpectively end and determine *To the Uſe* behoof of the ſaid *W. M.* eſq; commonly called lord *W. M.* and heirs of his body lawfully iſſuing; and in default of ſuch iſſue, *the Uſe* and behoof of the ſaid *T. M.* eſq; commonly called lord *M.* and the heirs male of his body lawfully iſſuing; and in default ſuch iſſue, *To the Uſe* and behoof of the ſaid *S. M.* eſq; commonly ed lord *S. M* and the heirs male of his body lawfully iſſuing; and default of ſuch iſſue, *To the Uſe* and behoof of the ſaid *G. M.* eſq; monly called lord *G. M.* and the heirs male of his body lawfully ing; and in default of ſuch iſſue, *To the Uſe* and behoof of the rd, &c. ſon and ſons of the ſaid *J.* now duke of *R.* on the body of ſaid *L.* ducheſs of *R.* his now wife begotten and to be begotten, her born in his life-time or after his deceaſe, ſeverally, ſucceſſively, in remainder one after another, in order and courſe as they and y of them ſhall be in priority of birth, and of the ſeveral and re- ive heirs male of the body and bodies of all and every ſuch ſon ſons lawfully iſſuing; every elder of ſuch ſon and ſons, and the male of his and their body and bodies iſſuing, being always pre- and to take before a younger of them, and the heirs male of his iſſuing; and in default of ſuch iſſue *To the Uſe* and behoof of ſt ſon of the ſaid *J.* now duke of *R.* on the body of any woman women he ſhall happen to marry after the deceaſe of the ſaid *L.* ds of *R* his now wife, lawfully to be begotten, and the heirs male the body of ſuch firſt ſon lawfully iſſuing; and in default of

body lawfully to be begotten ; a[nd] ſecond ſon of [the] for and concerning all thoſe the [ſaid] whereof or wherein they the ſa[id] heſs of *P* *G.* or either of them, now h[old] the b[ody] ritance, in poſſeſſion, reverſ[ion], [re]mainder or e[xpectancy] *To the uſe* and behoof of th[e ſaid] *M.* and the heirs male o[f the] ſuch iſſue, *To the uſe* an[d to] ed lord *T. M.* and the [heirs] iſſuing : and in defaul[t] honourable *S. M.* eſ[quire] *J.* now duke of *R.* male of the body [iſſuing] ſuch iſſue, *To th[e ſaid]* commonly calle[d] by the ſaid *L.* [and] ſaid *G. M.* [and] behoof of th[e ſaid] ſaid *J.* no[w] now wife [for] after his [life] ther, [and] of bir[th] die[s] ſu[ch] if[ſue]

reſp[ective]
and ſons la[wfully]
heirs male of his
erred and to take before
body iſſuing ; and in default
the right heirs of the ſaid *J.* late
s to, for and concerning all that the
recited, or mentioned to be limited in
R. for life, or for 99 years determinable
al proviſion for preſerving contingent rem[ainders]
the ſaid lord *G.* in tail male ; and whereof n[o]
ited, immediately to take effect from and after
the ſaid intended marriage, *To the uſe* and behoo[f]
duke of *R.* and his aſſigns, for and during his natu[ral]
impeachment of or for any manner of waſte ; and from a[nd]
termination of that eſtate, *To the uſe* of the ſaid *J. M.* eſ[quire]
nly called *J.* marquis of *G.* and his aſſigns, for and during th[e]
of his natural life, without impeachment of or for any manner of
and from and after the determination of the reſpective eſtates
therein of them the ſaid *J.* now duke of *R.* and *J.* marquis of
the uſe of the ſaid (*truſtees*) and their heirs, during the lives of th[e]
ſaid *J.* duke of *R.* and *J.* marquis of *G.* and the life of the ſurv[ivor]
them ; *In truſt* to ſupport and preſerve the contingent remainders
in after limited from being defeated or deſtroyed, and for that p[ur]
to make entries and bring actions as occaſion ſhall be or requir[e]
nevertheleſs to permit and ſuffer the ſaid *J.* duke of *R.* and *J.* m[arquis]
of *G.* to receive and take the rents, iſſues and profits of the ſam[e]
miſſes, according to the limitations hereby made to them for th[eir]
ſpective lives as aforeſaid ; and immediately from and after the d[eath]
of the ſurvivor of them the ſaid *J.* duke of *R.* and *J.* marquis
Then as to, for and concerning all thoſe the manors, &c. in the
county of *M.* *And alſo as to, for and concerning* all that the manor
in the ſaid county of *D.* whereof or wherein the ſaid *J.* now *duke*
and *J.* marquis of *G.* or either of them, have or hath any eſtate of
hold or inheritance, in poſſeſſion, reverſion, remainder or expect[ancy]
To the uſe and behoof of (*the truſtees*) their executors, &c. for and
ing, and until the full end and term of 600 years, from thence next
ing, fully to be compleat and ended, without impeachment of *or for*
manner of waſte, upon the truſts, and ſubject to the proviſoes and
ments herein after expreſſed and declared of and concerning the ſame
from and after the expiration or other ſooner determination of the
term of 600 years, *Then as to, for and concerning* as well the ſaid manor

them the said (*truſtees*)
other the hono
J. now duke
the said
tio
inheritance of the ſame
reſaid; and alſo one or
quis of *G.* by the ſaid
ceaſe; then the ſaid
deceaſe of the ſaid
ivor of them, by
lands and pre-
levy and pay
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ten, and the
; and in default of
of the ſaid *J.* marquis of *G.*
ded wife to be begotten, and the
ard ſon lawfully iſſuing; and in default of ſu
behoof of the fourth, &c. ſon and ſons of the ſaid *J.*
the body of the ſaid *B. S.* his intended wife to be begot
orn in his life-time or after his deceaſe, ſeverally, ſucceſſively,
remainder one after another, in order and courſe as they and
them ſhall be in priority of birth, and of the ſeveral and re-
heirs male of the body and bodies of all and every ſuch ſon and
fully iſſuing; every elder of ſuch ſons, and the heirs male of his
ing; being always preferred and to take before a younger of
the heirs male of his body iſſuing; and in default of ſuch
Then as to, for and concerning all thoſe the manors, &c. herein
ited in uſe to them the ſaid (*truſtees*) for the ſaid term of 600
their and every of their rights, &c. *To the uſe* of their exe-
miniſtrators and aſſigns, for and during, unto the full end
of 1000 years from thence next enſuing, fully to be compleat
, without impeachment of or for any manner of waſte, *Upon*
and ſubject to the proviſoes and agreements herein after men-
expreſſed and declared, of and concerning the ſame; and imme-
om and after the expiration or other ſooner determination of
erm of 1000 years, *Then as to, for and concerning* as well the
ors, &c. ſo limited to them the ſaid (*truſtees*) for the ſaid term
years, as alſo all and ſingular other the honours, &c. herein be-
tioned to be limited in uſe to the ſaid *J.* now duke of *R.* for
whereof no uſe is herein before limited, to the ſaid *B. S.* for
r her jointure, immediately after the determination of the ſe-
thereof herein before limited, and as the ſame ſhall reſpectively
determine, *To the uſe* and behoof of the ſaid *J. M.* eſq; com-
lled *J.* marquis of *G.* and the heirs male of his body lawfully
and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid
ſq; commonly called lord *W. M.* and the heirs male of his body
iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of
G. M. eſq; commonly called lord *G. M.* and the heirs male of
lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and
the ſaid *S. M.* eſq; commonly called lord *S. M.* and the heirs
his body lawfully iſſuing; and in default of ſuch iſſue, *To the*
behoof of the ſaid *G. M.* eſq; commonly called lord *G. M.* and
s male of his body lawfully iſſuing; and in default of ſuch
iſſue,

ſuch iſſue, *To the uſe* and behoof of the ſecond ſon of the ſaid *J.* duke of *R.* on the body of any woman or women he ſhall happe marry after the deceaſe of the ſaid *L.* ducheſs of *R.* his now wife, fully to be begotten, and the heirs male of the body of ſuch ſecond lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof the third, &c. ſon and ſons of the ſaid *J.* now duke of *R.* on the b of any other woman or women he ſhall happen to marry after the de of the ſaid *L.* ducheſs of *R.* lawfully to be begotten, either born i life-time or after his deceaſe, ſeverally, ſucceſſively, and in remai one after another, in order and courſe as they and every of them ſh in priority of birth, and of the ſeveral and reſpective heirs male o body and bodies of all and every ſuch ſon and ſons lawfully iſſuing ry elder of ſuch ſon and ſons, and the heirs male of his and their and bodies iſſuing, being always preferred and to take before a yo of them and the heirs male of his body iſſuing; and in default of iſſue, *To the uſe* and behoof of the right heirs of the ſaid *J.* late du *R.* deceaſed for ever: *And as to, for and concerning* all that the ho caſtle, &c. herein before recited, or mentioned to be limited in t the ſaid *J.* now duke of *R.* for life, or for 99 years determinable o death, with the uſual proviſion for preſerving contingent remain with remainder to the ſaid lord *G.* in tail male; and whereof no herein before limited, immediately to take effect from and after t ſolemnization of the ſaid intended marriage, *To the uſe* and behoof ſaid *J.* now duke of *R.* and his aſſigns, for and during his natura without impeachment of or for any manner of waſte; and from and the determination of that eſtate, *To the uſe* of the ſaid *J. M.* eſq; monly called *J* marquis of *G.* and his aſſigns, for and during the of his natural life, without impeachment of or for any manner of and from and after the determination of the reſpective eſtates therein of them the ſaid *J.* now duke of *R.* and *J.* marquis of *the uſe* of the ſaid (*truſtees*) and their heirs, during the lives of th ſaid *J.* duke of *R.* and *J.* marquis of *G.* and the life of the ſurv them; *In truſt* to ſupport and preſerve the contingent remainders, in after limited from being defeated or deſtroyed, and for that pu to make entries and bring actions as occaſion ſhall be or require neverthelefs to permit and ſuffer the ſaid *J.* duke of *R.* and *J.* ma of *G.* to receive and take the rents, iſſues and profits of the ſame miſſes, according to the limitations hereby made to them for the ſpective lives as aforeſaid; and immediately from and after the de of the ſurvivor of them the ſaid *J.* duke of *R.* and *J.* marquis o *Then as to, for and concerning* all thoſe the manors, &c. in the county of *M.* *And alſo as to, for and concerning* all that the manor, in the ſaid county of *D.* whereof or wherein the ſaid *J.* now duke o and *J.* marquis of *G.* or either of them, have or hath any eſtate of hold or inheritance, in poſſeſſion, reverſion, remainder or expect *To the uſe* and behoof of (*the truſtees*) their executors, &c. for and ing, and until the full end and term of 600 years, from thence next ing, fully to be compleat and ended, without impeachment of or for manner of waſte, upon the truſts, and ſubject to the proviſoes and ments herein after expreſſed and declared of and concerning the ſame; from and after the expiration or other ſooner determination of the term of 600 years, *Then as to, for and concerning* as well the ſaid manor

limited to them the ſaid *(truſtees)* for the ſaid term of 600 years, as alſo all and ſingular other the honours, &c. herein before mentioned to be limited to the ſaid *J.* now duke of *R.* for life; and whereof no uſe is herein before limited to the ſaid *B. S.* for her life for her jointure, immediately after the determination of the ſeveral uſes thereof herein before limited, and as the ſame ſhall reſpectively end and determine, *To the uſe* and behoof of the firſt ſon of the ſaid *J. M.* eſq; commonly called marquis of *G.* on the body of the ſaid *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſecond ſon of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife to be begotten, and the heirs male of the body of ſuch ſecond ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the third ſon of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife to be begotten, and the heirs male of the body of ſuch third ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the fourth, &c. ſon and ſons of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife to be begotten, ſeverally born in his life-time or after his deceaſe, ſeverally, ſucceſſively, and in remainder one after another, in order and courſe as they and each of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſons, and the heirs male of his body iſſuing; being always preferred and to take before a younger of them and the heirs male of his body iſſuing; and in default of ſuch iſſue, *Then as to, for and concerning* all thoſe the manors, &c. herein firſt limited in uſe to them the ſaid *(truſtees)* for the ſaid term of 600 years, with their and every of their rights, &c. *To the uſe* of their executors, adminiſtrators and aſſigns, for and during, unto the full end and term of 1000 years from thence next enſuing, fully to be compleat and ended, without impeachment of or for any manner of waſte, *Upon* and ſubject to the proviſoes and agreements herein after mentioned, expreſſed and declared, of and concerning the ſame; and immediately from and after the expiration or other ſooner determination of the ſaid term of 1000 years, *Then as to, for and concerning* as well the manors, &c. ſo limited to them the ſaid *(truſtees)* for the ſaid term of 600 years, as alſo all and ſingular other the honours, &c. herein before mentioned to be limited in uſe to the ſaid *J.* now duke of *R.* for life; and whereof no uſe is herein before limited, to the ſaid *B. S.* for life for her jointure, immediately after the determination of the ſeveral uſes thereof herein before limited, and as the ſame ſhall reſpectively end and determine, *To the uſe* and behoof of the ſaid *J. M.* eſq; commonly called *J.* marquis of *G.* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid *W. M.* eſq; commonly called lord *W. M.* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid *G. M.* eſq; commonly called lord *G. M.* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid *S. M.* eſq; commonly called lord *S. M.* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid *G. M.* eſq; commonly called lord *G. M.* and the heirs male of his body lawfully iſſuing; and in default of ſuch

iſſue,

iſſue, *To the uſe* and behoof of the third, &c. ſon and ſons of the ſa
J. now duke of *R.* on the body of the ſaid *L.* ducheſs of *R.* his n
wife begotten or to be begotten, either born in his life-time or after
deceaſe, ſeverally, ſucceſſively, and in remainder one after another,
order and courſe as they and every of them ſhall be in priority of bir
and of the ſeveral and reſpective heirs male of the body and bodies of
and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon
ſons, and the heirs male of his and their body and bodies iſſuing, be
always preferred and to take before a younger of them and the h
male of his body iſſuing; and in default of ſuch iſſue, *To the uſe*
behoof of the firſt ſon of the ſaid *J.* now duke of *R.* on the body of
woman or women he ſhall happen to marry after the deceaſe of the
L. ducheſs of *R.* his now wife, lawfully to be begotten, and the h
male of the body of ſuch firſt ſon lawfully iſſuing; and in default of
iſſue, *To the uſe* and behoof of the ſecond ſon of the ſaid *J.* now d
of *R.* on the body of any woman or women he ſhall happen to m
after the deceaſe of the ſaid *L.* ducheſs of *R.* his now wife, lawfull
be begotten, and the heirs male of the body of ſuch ſecond ſon lawf
iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the t
ſon of the ſaid *J.* now duke of *R* on the body of any woman or wo
he ſhall happen to marry after the deceaſe of the ſaid *L.* ducheſs o
his now wife, lawfully to be begotten, and the heirs male of the b
of ſuch third ſon lawfully iſſuing; and in default of ſuch iſſue, *To*
uſe and behoof of the fourth, &c. ſon and ſons of the ſaid *J.* now d
of *R.* on the body of any woman or women he ſhall happen to m
after the deceaſe of the ſaid *L.* ducheſs of *R.* his now wife, lawfull
be begotten, either born in his life-time or after his deceaſe, ſever
ſucceſſively and in remainder, one after another, in order and cour
they and every of them ſhall be in priority of birth, and of the ſev
and reſpective heirs male of the body and bodies of all and every ſuch
and ſons lawfully iſſuing; every elder of ſuch ſon or ſons, and the h
male of his body iſſuing, being always preferred, &c. and in defaul
ſuch iſſue, *To the uſe* and behoof of the right heirs of the ſaid *J.*
duke of *R.* for ever, and to and for no other uſe, intent or purp
whatſoever: *And it is hereby declared and enacted*, that the ſaid man

Declaration concerning the premiſſes before limited to the ſaid truſtees.

lands, hereditaments and premiſſes herein before limited in uſe to t
the ſaid *(truſtees)* their executors, &c. for the ſaid term of 600 ye
are and were ſo limited to them, upon the truſts, and to the intents
purpoſes, and ſubject to the proviſoes herein after declared; that i
ſay, that in caſe the ſaid *B. S.* ſhall happen to ſurvive the ſaid *J.* m
quis of *G.* her intended huſband, then the ſaid *(truſtees)* their execut
&c. ſhall and do within the ſpace of three kalendar months next a
the deceaſe of the ſaid *J.* marquis of *G.* (ſubject nevertheleſs to the
tate for life therein of the ſaid *J.* now duke of *R*) by or out of
rents and profits of the premiſſes ſo limited to them for the ſaid term
600 years, or by ſale or mortgage thereof, or of any part thereof,
all or any part of the ſaid term, raiſe and levy the ſum of 1000*l.* of l
ful, &c. and intereſt for the ſame, from the expiration of the ſaid th
kalendar months, and pay the ſame to the proper hands of the ſaid
S to and for her own proper uſe and benefit, and afterwards, and ſ
ject thereto upon this further truſt; that is to ſay, in caſe there ſhall
any iſſue male of the bodies of the ſaid *J.* marquis of *G.* and *B. S.*
intended wife, begotten, who ſhall for the time being, after the de
of the ſurvivor of them the ſaid *J.* now duke of *R.* and *J.* marqui

G. be intitled to the immediate freehold and inheritance of the ſame premiſſes, by virtue of any the limitations aforeſaid; and alſo one or more younger child or children of the ſaid *J.* marquis of *G.* by the ſaid *B. S.* either born in his life-time or after his deceaſe; then the ſaid (*truſtees*) their executors, &c. ſhall and do, after the deceaſe of the ſaid now duke of *R.* and *J.* marquis of *G.* and the ſurvivor of them, by and out of the rents, iſſues and profits of the ſaid manors, lands and premiſſes ſo limited to them for 600 years, as aforeſaid, raiſe, levy and pay and for all and every ſuch of the ſaid younger child or children of the ſaid *J.* marquis of *G.* and *B. S.* as ſhall be a ſon or ſons, and ſhall be intitled to the immediate freehold of the ſame premiſſes, ſo comprized in the ſaid term of 600 years, the annual rent or yearly ſum of 100*l.* a-piece, for and during the natural life and lives of ſuch ſon and ſons reſpectively, by even half-yearly payments, at or on the two moſt uſual feaſts or days of payment in the year; that is to ſay, &c. without any deduction, &c. the firſt payment, &c. and alſo upon this further truſt, that in caſe any of the ſaid younger child or children ſhall be a daughter or daughters, then upon truſt that they the ſaid (*truſtees*) or executors, &c. ſhall and do, after the deceaſe of the ſurvivor of them the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* by ſale or mortgage of the ſaid manors, lands and premiſſes ſo to them limited for 600 years as aforeſaid, or of a competent part thereof, for all or any part of the ſame term, or by and with the rents, iſſues and profits thereof in the mean time, and till ſuch ſale or mortgage can be made, or by all and any the ways and means aforeſaid, raiſe and levy ſuch ſum and ſums of money, for the portion and portions, and maintenance, of all and every ſuch daughter and daughters (in caſe of iſſue male of the ſaid intended marriage then living) as is herein after mentioned; that is to ſay, in caſe there ſhould be but one ſuch daughter, then ſuch only daughter ſhall have the ſum of 10,000*l.* of lawful, &c. for her portion; and in caſe there ſhall be two or three ſuch daughters, then ſuch two or three daughters ſhall have the ſum of 20,000*l.* of like money for their portion, to be equally divided between or amongſt them, ſhare and ſhare alike; and in caſe there ſhall be four or more ſuch daughters, then ſuch four or more daughters ſhall have the ſum of 5000*l.* a-piece of like money for their portions, to be equally divided between or among them, ſhare and ſhare alike; the ſaid portion or portions, for ſuch daughter or daughters, in caſe of iſſue male, to be paid to her or them reſpectively, at her or their reſpective ages of 18 years, or day or days of her or their reſpective marriages, which ſhall firſt happen, after the deceaſe of the ſurvivor of them the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* or ſooner, if he or the ſurvivor of them ſhall, by any writing under the hands and ſeals of them, or the hand and ſeal of the ſurvivor of them, direct or appoint, which it ſhall be lawful for them to do; and if any of the ſaid daughters ſhall attain her or their reſpective ages of 18 years, or be married in the life-time of the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* or the life-time of the ſurvivor of them, then ſuch portion or portions ſhall be paid to ſuch daughter or daughters reſpectively within one year after the deceaſe of the ſurvivor of them the ſaid *J.* duke of *R.* and marquis of *G.* unleſs they the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* or the ſurvivor of them, ſhall direct the ſame to be raiſed in the life-time of them, or the ſurvivor of them, which they may do if they ſhall ſo pleaſe: *And upon this further truſt*, that in the mean time, from and after the deceaſe of the ſurvivor of them the ſaid *J.* duke of *R.* and

J. marquis of *G.* until the ſame portion or portions for ſuch daughter o daughters ſhall become due and payable, they the ſaid (*truſtees*) the executors, &c. ſhall and do out of the rents and profits of the ſame pre miſſes ſo limited to them for the ſaid term of 600 years (ſubject neve theleſs as aforeſaid) raiſe, levy and pay ſuch yearly ſum and ſums of m ney for the maintenance and education of ſuch daughter and daughters the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended w to be begotten, in caſe of iſſue male of the ſaid intended marriage, will amount unto or be equivalent with the intereſt of the portion or po tions hereby for them reſpectively provided, after the rate of 5*l. per c tum per annum. Provided* nevertheleſs, and it is hereby declared a enacted, That in caſe any of the ſaid daughters ſhall happen to before her or their reſpective portion or portions ſhall become payable virtue of this act, then the portion or portions of her or them ſo dyi ſhall go and be paid unto, and be divided amongſt the ſurvivors and f vivor of ſuch daughter or daughters, when her or their original porti or portions ſhall become payable as aforeſaid, ſo as no one ſuch daugh ſhall by virtue of the ſaid term of 500 years, or the truſts hereby there declared, have above the ſum of 10,000*l* for her portion. *Provi* alſo, and it is hereby further declared and enacted, and the ſaid mano lands and premiſſes are ſo limited to them the ſaid (*truſtees*) their exec tors, &c. for the ſaid term of 600 years, upon this further truſt and co fidence, that they the ſaid (*truſtees*) their executors, &c. ſhall and permit and ſuffer ſuch perſon and perſons reſpectively, to whom next and immediate reverſion or remainder of the ſame premiſſes expe tant upon the determination of the ſame term of 600 years, ſhall for time being belong, by virtue of the limitations afore-mentioned (un ſome or one of the ſaid portions for daughters of the ſaid intended ma riage, in caſe of iſſue male, ſhall become payable by virtue of this act) take and receive the rents, iſſues and profits of the ſame premiſſes, ov and above the ſaid annual rents or yearly ſums of 500*l* a-piece, here provided for the younger ſons of the ſaid *J* marquis of *G.* by the ſai *B. S.* his intended wife to be begotten, and over and above ſuch ſum an ſums of money as are hereby provided and allowed for the maintenan and education of ſuch daughter and daughters as aforeſaid. *Provid* always, and it is hereby declared and enacted, That in caſe there ſhall b no ſon of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his in tended wife to be begotten, nor any iſſue male of ſuch ſon living at th time of the deceaſe of the ſaid *J.* marquis of *G.* or afterwards bor alive; or in caſe there ſhall be no child or children of the ſaid *J.* mar quis of *G.* on the body of the ſaid *B. S.* his wife intended to be begot ten, other than ſuch as ſhall be intitled to the immediate freehold of th ſame premiſſes, by virtue of the limitations afore mentioned: or ther being ſuch child or children, all of them ſhall happen to die before thei or any of their ſaid portions ſhall become payable, as aforeſaid; or in caſ the ſaid annual rents or yearly ſums of 500*l.* a-piece, hereby appointe to be raiſed and paid, to and for the younger ſons of the ſaid *J.* mar quis of *G* by the ſaid *B. S* and all arrears thereof reſpectively ſhall hav been raiſed and paid, and all and every the ſaid ſum and ſums of money to be raiſed for the portion or portions of ſuch daughter or daughters o the ſaid intended marriage, in caſe of iſſue male thereof, with ſuch maintenance for the ſaid daughter or daughters, as is hereby before pro vided

vided and appointed, ſhall by the ways and means in that behalf before expreſſed have been raiſed and levied; then, and in any of the ſaid caſes ſo happening, and all and every the truſts herein declared of and concerning the ſaid term of 600 years, being firſt duly executed and performed; the ſaid term of 600 years of and in the premiſſes therein comprized, or any part thereof as ſhall remain unſold or undiſpoſed of, for the purpoſes aforeſaid, ſhall ceaſe and be void for the benefit of the perſon or perſons next in reverſion or remainder of the ſame premiſſes, immediately expectant upon the determination of the ſame term. *Provided* alſo, and it is hereby further declared and enacted, That if the ſaid *J.* marquis of *G.* ſhall at any time during his life, or at the time of his death, give or advance, to or for any of his ſaid daughters by the ſaid *B. S.* (in caſe of iſſue male by her as aforeſaid) any ſum or ſums of money, or any lands and tenements, goods or chattels, for or towards the advancement or preferment of ſuch daughter or daughters in marriage, and ſhall in writing declare the ſame to be intended as and for ſo much of the portion or portions hereby for her or them reſpectively provided; then ſuch ſum or ſums of money, and the value of ſuch lands, tenements, goods and chattels, ſhall be accounted to her or them to whom the ſame are given or left, as and part of the portion or portions hereby for her or them provided; any thing herein before contained to the contrary thereof notwithſtanding. And *it is hereby* further declared and enacted, that the ſaid manors, lands, tenements, hereditaments, and premiſſes hereby limited in uſe to them the ſaid (*truſtees*) their executors, adminiſtrators, and aſſigns, for the term of 1000 years, are and were ſo limited to them, upon the truſts and to the ends, intents, and purpoſes, and ſubject to the proviſoes herein after declared and expreſſed of and concerning the ſame; that is to ſay, That in caſe the ſaid *J.* marquis of *G.* ſhall happen to die without iſſue male of his body on the body of the ſaid *B. S.* his intended wife, born in his life time or after his deceaſe; or there being ſuch iſſue male, and all of them ſhall happen to die without iſſue male before any of them attain the age of 21 years, and that there be iſſue one or more daughter or daughters of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife, at the time of ſuch failure of iſſue male as aforeſaid, or at any time afterwards; then upon truſt that the ſaid (*truſtees*) their executors, &c. ſhall and do by ſale or mortgage of the ſaid manors, &c comprized in the ſaid term of 1000 years, or of any part thereof, for all or any part of the ſame term, or by or out of the rents, &c. in the mean time, until ſuch ſale or mortgage can be made, by all or any the ways aforeſaid, raiſe and levy ſuch ſum and ſums of money, for the portion and portions of all and every ſuch daughter or daughters as is herein after mentioned; that is to ſay, if but one ſuch daughter, then the ſum of 20,000*l.* of, &c, for the portion of ſuch daughter, and if two ſuch daughters, then the ſum of 30,000*l.* of the money to be equally divided between ſuch two daughters, and if three or more ſuch daughters, then the ſum of 10,000*l.* a piece, for all and every ſuch daughter or daughters; the ſame portion and portions to be paid unto ſuch daughter and daughters reſpectively, at her or their reſpective age or ages of 18 years, or day or days of her or their reſpective marriages, which ſhall firſt happen, after the deceaſe of the longer of them the ſaid *J.* duke of *R.* and *J.* marquis of *G.* and failure

from and after the ſolemnization of the ſaid intended marriage, for and during and until the full end and term of 99 years fully to be compleat and ended, *Upon the Truſts*, and to and for the ends, intents and purpoſes, and with and under the proviſoes and agreements herein after mentioned and declared of and concerning the ſame; that is to ſay, *Upon Truſt* that the ſaid *(truſtees)* and the ſurvivor of them, and the executors, &c. ſhall and may, by and out of the rents, iſſues and profits of the manors, lands, tenements, hereditaments and premiſſes ſo limited to them for 99 years, yearly and every year during the joint lives of the ſaid *J.* marquis of *G.* and *B. S.* his intended wife, raiſe, levy, pay and diſpoſe of the yearly ſum of 500*l.* of lawful, &c. free and clear of and from all taxes, charges, and deductions whatſoever, to ſuch perſon and perſons, and for ſuch uſes, intents and purpoſes, as the ſaid *B. S.* alone, and without the ſaid marquis of *G.* her intended huſband, notwithſtanding her coverture, by any writing or writings under her hand ſhall from time to time direct and appoint. And to the intent that the ſame yearly ſum of 500*l.* may be diſpoſed of and applied to and for the ſole, peculiar and ſeparate uſe and benefit of the ſaid *B. S.* and for her apparel and ornaments, or otherwiſe, as ſhe ſhall think fit, and may not be ſubject to the controul, debts, engagements, or intermeddling of the ſaid *J.* marquis of *G.* her intended huſband; the ſaid yearly ſum of 500*l.* to be levied and paid half-yearly at, &c. the firſt payment, &c. and the receipt or receipts of the ſaid *B. S.* alone under her hand, or of ſuch perſon or perſons as ſhe ſhall ſo appoint to receive the ſame as aforeſaid, ſhall, notwithſtanding her coverture, from time to time be a ſufficient diſcharge unto the ſaid *(truſtees)* for ſo much as ſhall therein be acknowledged or expreſſed to be paid; *And alſo upon truſt* to permit the reſidue of the ſaid rents, iſſues and profits of the premiſſes ſo limited to them for the ſaid term of 99 years, over and above the ſaid 500*l. per annum*, and coſts and charges of the ſaid truſtees upon account thereof, to be received by the ſaid *J.* marquis of *G.* and his aſſigns during the joint lives of him and the ſaid *B. S.* his intended wife.

Proviſo.

Provided always, and it is hereby declared and enacted, That if the ſaid *J.* marquis of *G.* ſhall from time to time during the joint lives of him and the ſaid *B. S.* his intended wife well and truly pay, or cauſe to be paid, unto the proper hands of the ſaid *B. S.* or by her appointment, for her ſeparate uſe and diſpoſal the ſaid yearly ſum of 500*l.* by half yearly payments as aforeſaid, it ſhall and may be lawful to and for the ſaid marquis *G.* and his aſſigns, inſtantly ceaſe to receive and take to his and their own uſe, during the joint lives of him the ſaid marquis and the ſaid *B. S.* his intended wife, the rents, iſſues and profits of the ſame premiſſes ſo limited for the ſaid term of 99 years. *Provided alſo*, and it is hereby declared and enacted, That when all the truſts of the ſaid term of 99 years ſhall be fully executed and performed, and all arrears due or to grow due of the ſaid annual ſum of 500*l.* ſhall be paid and ſatisfied, and the coſts and charges of the truſtees relating thereunto ſhall be raiſed and diſcharged, then and from thenceforth the ſaid term of 99 years ſhall ceaſe, determine and become void.

Further limitation of uſes and truſts.

And as to, for and concerning the ſaid manors, capital meſſuages, lands, tenements, hereditaments and premiſſes herein before limited to uſe to the ſaid *(truſtees)* their executors, &c. for 99 years, from and after the end, expiration or other ſooner determination of the ſame term

and

and ſubject in the mean time thereunto, *To the uſe* and behoof of the ſaid *J. M.* commonly called marquis of *G.* and his aſſigns, for and during the term of his natural life, without impeachment of or for any manner of waſte; and from and after the determination of that eſtate, *To the uſe* and behoof of the ſaid *(truſtees)* and their heirs during the life of the ſaid marquis of *G.* in truſt to preſerve the contingent remainders thereof herein after limited from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions, as occaſion ſhall be or require; yet nevertheleſs to permit and ſuffer the ſaid *J.* marquis of *G.* to receive and take the rents, iſſues and profits thereof during his life, and immediately from and after the deceaſe of the ſaid marquis of *G.* *To the uſe* and behoof of the ſaid *B. S.* and her aſſigns for and during her natural life for her jointure, and in full recompence, ſatisfaction and bar of all dower, title of dower, and thirds at the common law, which ſhe the ſaid *B. S.* can, or at any time hereafter may have or claim out of the manors, lands, tenements and hereditaments hereby limited to her for her life, or out of any other the manors, honours, lands, tenements or hereditaments, whereof the ſaid *J.* marquis of *G.* now is or any time hereafter during the coverture between him and the ſaid *B. S.* ſhall or may be ſeiſed of any eſtate of freehold or inheritance; and immediately from and after the deceaſe of the ſurvivor of them, the ſaid *J.* marquis of *G.* and *B. S.* *To the uſe* and behoof of *(the truſtees)*, their executors, &c. for and during and unto the full end and term of 60 years, without impeachment of or for any manner of waſte, *Upon the truſts*, and ſubject to the proviſoes and agreements herein after mentioned, expreſſed and declared of and concerning the ſame; and immediately from and after the expiration, or other ſooner determination of the ſaid term of 60 years, and ſubject thereto, *To the uſe* and behoof of the firſt ſon of the ſaid *J. M.* commonly called marquis of *G.* on the body of the ſaid *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſecond ſon of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of ſuch ſecond ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the third ſon of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of ſuch third ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other the ſon and ſons of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife lawfully to be begotten, ſeverally and ſucceſſively in remainder one after another, in order and courſe as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; the elder of ſuch ſon and ſons, and the heirs male of his body iſſuing, being always preferred and to take before the younger of them, and the heirs male of his and their body and bodies iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid *J.* now duke of *R.* for and during the term of his natural life, without impeachment of or for any manner of waſte; and immediately from and after the deceaſe of the ſaid *J.* now duke of *R* *To the uſe* and behoof of the ſaid *J. M.* commonly called marquis of *G.* and the heirs male of his

body lawfully to be begotten ; and in default of ſuch iſſue, *Then as to, for and concerning* all thoſe the manors of, &c. in the ſaid county of *T.* whereof or wherein they the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* or either of them, now have or hath any eſtate of freehold or inheritance, in poſſeſſion, reverſion, remainder or expectancy, ſituate, &c. *To the uſe* and behoof of the ſaid *W. M.* eſq; commonly called lord *W. M.* and the heirs male of his body lawfully iſſuing : and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid *T. M.* eſq; commonly called lord *T. M.* and the heirs male of the body of the ſaid *T. M.* lawfully iſſuing : and in default of ſuch iſſue, *To the uſe* and behoof of the right honourable *S. M.* eſq; commonly called lord *S. M.* eldeſt ſon of the ſaid *J.* now duke of *R.* by the ſaid *L.* now ducheſs of *R.* and the heirs male of the body of the ſaid *S. M.* lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the right honourable *G. M.* eſq; commonly called lord *G. M.* ſecond ſon of the ſaid *J.* now duke of *R.* by the ſaid *L.* now ducheſs of *R.* and the heirs male of the body of the ſaid *G. M.* lawfully iſſuing ; and in default of ſuch iſſue, *To the uſe* and behoof of the third, &c. and all and every other the ſon and ſons of the ſaid *J.* now duke of *R.* on the body of the ſaid *L.* ducheſs of *R.* his now wife begotten, and to be begotten, either born in his life-time, or after his deceaſe, ſeverally, ſucceſſively, and in remainder one after another, in order and courſe as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the bodies of all and every ſuch ſon and ſons lawfully iſſuing ; every elder of ſuch ſon and ſons, and the heirs male of his and their body and bodies iſſuing, being always preferred and to take before a younger of the ſame and the heirs male of his body iſſuing ; and in default of ſuch iſſue, *To the uſe* and behoof of the firſt ſon of the ſaid *J.* now duke of *R.* on the body of any other woman and women he ſhall happen to marry after the deceaſe of the ſaid *L.* ducheſs of *R* his now wife lawfully to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſecond ſon of the ſaid *J.* now duke of *R.* on the body of any woman or women he ſhall happen to marry after the deceaſe of the ſaid *L.* ducheſs of *R.* and the heirs male of the body of ſuch ſecond ſon lawfully iſſuing ; and in default of ſuch iſſue, *To the uſe* and behoof of the third, &c. ſon and ſons of the ſaid *J.* now duke of *R.* on the body of any other woman or women which he ſhall happen to marry after the deceaſe of the ſaid *L.* now ducheſs of *R.* lawfully to be begotten, either born in his life-time or after his deceaſe, ſeverally, ſucceſſively, and in remainder one after another, in order and courſe as they, and every of them, ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing ; the elder of ſuch ſons, and the heirs male of his body iſſuing, being always preferred and to take before a younger of the ſame ſons and the heirs male of his body iſſuing; and in default of ſuch iſſue, *To the Uſe* and behoof of the ſaid lady *K. M.* lady *R. M.* lady *F. M.* and lady *E. M.* and lady *C. M.* daughter of the ſaid now duke by the ſaid *L.* ducheſs of *R.* his now wife, and all and every other the daughter and daughters of the ſaid *J.* now duke of *R.* lawfully begotten, or to be begotten, to take as tenants in common, and not as joint-tenants, and of the ſeveral and reſpective heirs of the ſeveral and reſpective bodies

dies of ſuch daughter and daughters lawfully iſſuing: And if any of the ſame daughters ſhall happen to die without heirs of their reſpective bodies or body iſſuing, then the ſhare and ſhares of ſuch of them ſo dying, without heirs of her or their body or bodies, ſhall from time to time, as any of the ſaid daughters ſhall die without heirs of her or their reſpective body or bodies iſſuing, go and remain to the ſurvivors and ſurvivor, and others and other of every ſuch daughters and daughter, and the heirs of their or her bodies or body, by way of croſs-remainder, till all and every of ſuch daughters and daughter ſhall die without heirs of their or any of their bodies or body iſſuing; and in default of ſuch iſſue, *To the Uſe* of the ſaid *K.* lady *G.* and *D.* counteſs of *G.* as tenants in common, and not as joint-tenants, and of the ſeveral and reſpective heirs of the ſeveral and reſpective bodies of the ſaid *K.* lady *G.* and *D.* counteſs of *G.* lawfully iſſuing; and if either of them the ſaid *K.* lady *G.* and *D.* counteſs of *G.* ſhall happen to die without any iſſue of their bodies, then the part, ſhare and proportion of her or them ſo dying, ſhall be to the uſe of the ſurvivors and ſurvivor, and others and other of them, and of the heirs of her and their body and bodies iſſuing, and in default of ſuch iſſue *To the Uſe* of the ſaid *R. M* of *M. H.* in the county of *N* eſq; and of the heirs male of his body lawfully begotten, or to be begotten; and in default of ſuch iſſue, *To the Uſe* and behoof of the ſaid *J.* now duke of *R.* and of his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever: *And as to, for and concerning* all thoſe the manors of, &c. thereof or wherein they the ſaid *J.* now duke of *R* and *J.* marquis of *G.* or either of them, now have or hath any eſtate of freehold or inheritance, ſituate, &c. immediately from and after the determination of the ſeveral uſes and eſtates thereof herein before reſpectively limited, and as the ſame ſhall reſpectively end and determine *To the Uſe* and behoof of the ſaid *W. M.* eſq; commonly called lord *W. M.* and the heirs of his body lawfully iſſuing; and in default of ſuch iſſue, *To the Uſe* and behoof of the ſaid *T. M.* eſq; commonly called lord *T. M.* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the Uſe* and behoof of the ſaid *S. M.* eſq; commonly called lord *S. M* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the Uſe* and behoof of the ſaid *G. M.* eſq; commonly called lord *G. M.* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the Uſe* and behoof of the third, &c. ſon and ſons of the ſaid *J.* now duke of *R.* on the body of the ſaid *L.* ducheſs of *R.* his now wife begotten and to be begotten, either born in his life-time or after his deceaſe, ſeverally, ſucceſſively, and in remainder one after another, in order and courſe as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his and their body and bodies iſſuing, being always preferred and to take before a younger of them, and the heirs male of his body iſſuing; and in default of ſuch iſſue *To the Uſe* and behoof of the firſt ſon of the ſaid *J.* now duke of *R.* on the body of any woman or women he ſhall happen to marry after the deceaſe of the ſaid *L.* ducheſs of *R* his now wife, lawfully to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and in default of

ſuch iſſue, *To the uſe* and behoof of the ſecond ſon of the ſaid *J.* now duke of *R.* on the body of any woman or women he ſhall happen to marry after the deceaſe of the ſaid *L.* ducheſs of *R.* his now wife, lawfully to be begotten, and the heirs male of the body of ſuch ſecond ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the third, &c. ſon and ſons of the ſaid *J.* now duke of *R.* on the body of any other woman or women he ſhall happen to marry after the deceaſe of the ſaid *L.* ducheſs of *R.* lawfully to be begotten, either born in his life-time or after his deceaſe, ſeverally, ſucceſſively, and in remainder one after another, in order and courſe as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his and their body and bodies iſſuing, being always preferred and to take before a younger of them and the heirs male of his body iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the right heirs of the ſaid *J.* late duke of *R.* deceaſed for ever: *And as to, for and concerning* all that the honour, caſtle, &c. herein before recited, or mentioned to be limited in uſe to the ſaid *J.* now duke of *R.* for life, or for 99 years determinable on his death, with the uſual proviſion for preſerving contingent remainders, with remainder to the ſaid lord *G.* in tail male; and whereof no uſe is herein before limited, immediately to take effect from and after the ſolemnization of the ſaid intended marriage, *To the uſe* and behoof of the ſaid *J.* now duke of *R.* and his aſſigns, for and during his natural life, without impeachment of or for any manner of waſte; and from and after the determination of that eſtate, *To the uſe* of the ſaid *J. M.* eſq; commonly called *J* marquis of *G.* and his aſſigns, for and during the term of his natural life, without impeachment of or for any manner of waſte; and from and after the determination of the reſpective eſtates for life therein of them the ſaid *J.* now duke of *R.* and *J.* marquis of *G. To the uſe* of the ſaid (*truſtees*) and their heirs, during the lives of them the ſaid *J.* duke of *R.* and *J.* marquis of *G.* and the life of the ſurvivor of them; *In truſt* to ſupport and preſerve the contingent remainders, herein after limited from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall be or require; yet nevertheleſs to permit and ſuffer the ſaid *J.* duke of *R.* and *J.* marquis of *G.* to receive and take the rents, iſſues and profits of the ſame premiſſes, according to the limitations hereby made to them for their reſpective lives as aforeſaid; and immediately from and after the deceaſe of the ſurvivor of them the ſaid *J.* duke of *R.* and *J.* marquis of *G. Then as to, for and concerning* all thoſe the manors, &c. in the ſaid county of *M. And alſo as to, for and concerning* all that the manor, &c. in the ſaid county of *D.* whereof or wherein the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* or either of them, have or hath any eſtate of freehold or inheritance, in poſſeſſion, reverſion, remainder or expectancy, *To the uſe* and behoof of (*the truſtees*) their executors, &c. for and during, and until the full end and term of 600 years, from thence next enſuing, fully to be compleat and ended, without impeachment of or for any manner of waſte, upon the truſts, and ſubject to the proviſoes and agreements herein after expreſſed and declared of and concerning the ſame; and from and after the expiration or other ſooner determination of the ſaid term of 600 years, *Then as to, for and concerning* as well the ſaid manors, &c.

ſo limited to them the ſaid *(truſtees)* for the ſaid term of 600 years, as alſo all and ſingular other the honours, &c. herein before mentioned to be limited to the ſaid *J.* now duke of *R.* for life; and whereof no uſe is herein before limited to the ſaid *B. S.* for her life for her jointure, immediately after the determination of the ſeveral uſes thereof herein before limited, and as the ſame ſhall reſpectively end and determine, *To the uſe* and behoof of the firſt ſon of the ſaid *J. M.* eſq; commonly called *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife lawfully to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſecond ſon of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife to be begotten, and the heirs male of the body of ſuch ſecond ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the third ſon of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife to be begotten, and the heirs male of the body of ſuch third ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the fourth, &c. ſon and ſons of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife to be begotten, either born in his life-time or after his deceaſe, ſeverally, ſucceſſively, and in remainder one after another, in order and courſe as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſons, and the heirs male of his body iſſuing; being always preferred and to take before a younger of them and the heirs male of his body iſſuing; and in default of ſuch iſſue, *Then as to, for and concerning* all thoſe the manors, &c. herein before limited in uſe to them the ſaid (*truſtees*) for the ſaid term of 600 years, with their and every of their rights, &c. *To the uſe* of their executors, adminiſtrators and aſſigns, for and during, unto the full end and term of 1000 years from thence next enſuing, fully to be compleat and ended, without impeachment of or for any manner of waſte, *Upon the truſts*, and ſubject to the proviſoes and agreements herein after mentioned, expreſſed and declared, of and concerning the ſame; and immediately from and after the expiration or other ſooner determination of the ſaid term of 1000 years, *Then as to, for and concerning* as well the ſaid manors, &c. ſo limited to them the ſaid (*truſtees*) for the ſaid term of 1000 years, as alſo all and ſingular other the honours, &c. herein before mentioned to be limited in uſe to the ſaid *J.* now duke of *R.* for life, and whereof no uſe is herein before limited, to the ſaid *B. S.* for her life for her jointure, immediately after the determination of the ſeveral uſes thereof herein before limited, and as the ſame ſhall reſpectively end and determine, *To the uſe* and behoof of the ſaid *J. M.* eſq; commonly called *J.* marquis of *G.* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid *W. M.* eſq; commonly called lord *W. M.* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid *G. M.* eſq; commonly called lord *G. M.* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid *S. M.* eſq; commonly called lord *S. M.* and the heirs male of his body lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſaid *G. M.* eſq; commonly called lord *G. M.* and the heirs male of his body lawfully iſſuing; and in default of ſuch

iſſue,

iſſue, *To the uſe* and behoof of the third, &c. ſon and ſons of the ſaid *J.* now duke of *R.* on the body of the ſaid *L.* ducheſs of *R.* his now wife begotten or to be begotten, either born in his life-time or after his deceaſe, ſeverally, ſucceſſively, and in remainder one after another, in order and courſe as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his and their body and bodies iſſuing, being always preferred and to take before a younger of them and the heirs male of his body iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the firſt ſon of the ſaid *J.* now duke of *R.* on the body of any woman or women he ſhall happen to marry after the deceaſe of the ſaid *L.* ducheſs of *R.* his now wife, lawfully to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the ſecond ſon of the ſaid *J.* now duke of *R.* on the body of any woman or women he ſhall happen to marry after the deceaſe of the ſaid *L.* ducheſs of *R.* his now wife, lawfully to be begotten, and the heirs male of the body of ſuch ſecond ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the third ſon of the ſaid *J.* now duke of *R* on the body of any woman or women he ſhall happen to marry after the deceaſe of the ſaid *L.* ducheſs of *R.* his now wife, lawfully to be begotten, and the heirs male of the body of ſuch third ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* and behoof of the fourth, &c. ſon and ſons of the ſaid *J.* now duke of *R.* on the body of any woman or women he ſhall happen to marry after the deceaſe of the ſaid *L.* ducheſs of *R.* his now wife, lawfully to be begotten, either born in his life-time or after his deceaſe, ſeverally ſucceſſively and in remainder, one after another, in order and courſe as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon or ſons, and the heirs male of his body iſſuing, being always preferred, &c. and in default of ſuch iſſue, *To the uſe* and behoof of the right heirs of the ſaid *J.* duke of *R.* for ever, and to and for no other uſe, intent or purpoſe whatſoever: *And it is hereby declared and enacted*, that the ſaid manors, lands, hereditaments and premiſſes herein before limited in uſe to the ſaid *(truſtees)* their executors, &c. for the ſaid term of 600 years are and were ſo limited to them, upon the truſts, and to the intents and purpoſes, and ſubject to the proviſoes herein after declared; that is to ſay, that in caſe the ſaid *B. S.* ſhall happen to ſurvive the ſaid *J.* marquis of *G.* her intended huſband, then the ſaid *(truſtees)* their executors, &c. ſhall and do within the ſpace of three kalendar months next after the deceaſe of the ſaid *J.* marquis of *G.* (ſubject nevertheleſs to the eſtate for life therein of the ſaid *J.* now duke of *R*) by or out of the rents and profits of the premiſſes ſo limited to them for the ſaid term of 600 years, or by ſale or mortgage thereof, or of any part thereof, for all or any part of the ſaid term, raiſe and levy the ſum of 1000*l.* of lawful, &c. and intereſt for the ſame, from the expiration of the ſaid three kalendar months, and pay the ſame to the proper hands of the ſaid *B. S.* to and for her own proper uſe and benefit, and afterwards, and ſubject thereto upon this further truſt; that is to ſay, in caſe there ſhall be any iſſue male of the bodies of the ſaid *J.* marquis of *G.* and *B. S.* his intended wife, begotten, who ſhall for the time being, after the death of the ſurvivor of them the ſaid *J.* now duke of *R.* and *J.* marquis of

Declaration concerning the premiſſes before limited to the ſaid truſtees.

G. be intitled to the immediate freehold and inheritance of the ſame premiſſes, by virtue of any the limitations aforeſaid; and alſo one or more younger child or children of the ſaid *J.* marquis of *G.* by the ſaid *B. S.* either born in his life-time or after his deceaſe; then the ſaid (*truſtees*) their executors, &c. ſhall and do, after the deceaſe of the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* and the ſurvivor of them, by and out of the rents, iſſues and profits of the ſaid manors, lands and premiſſes ſo limited to them for 600 years, as aforeſaid, raiſe, levy and pay to and for all and every ſuch of the ſaid younger child or children of the ſaid *J.* marquis of *G.* and *B. S.* as ſhall be a ſon or ſons, and ſhall not be intitled to the immediate freehold of the ſame premiſſes, ſo comprized in the ſaid term of 600 years, the annual rent or yearly ſum of 500*l.* a-piece, for and during the natural life and lives of ſuch ſon and ſons reſpectively, by even half-yearly payments, at or on the two moſt uſual feaſts or days of payment in the year; that is to ſay, &c. without any deduction, &c. the firſt payment, &c. and alſo upon this further truſt, that in caſe any of the ſaid younger child or children ſhall be a daughter or daughters, then upon truſt that they the ſaid (*truſtees*) their executors, &c. ſhall and do, after the deceaſe of the ſurvivor of them the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* by ſale or mortgage of the ſaid manors, lands and premiſſes ſo to them limited for 600 years as aforeſaid, or of a competent part thereof, for all or any part of the ſame term, or by and with the rents, iſſues and profits thereof in the mean time, and till ſuch ſale or mortgage can be made, or by all and any the ways and means aforeſaid, raiſe and levy ſuch ſum and ſums of money, for the portion and portions, and maintenance, of all and every ſuch daughter and daughters (in caſe of iſſue male of the ſaid intended marriage then living) as is herein after mentioned; that is to ſay, in caſe there ſhould be but one ſuch daughter, then ſuch only daughter ſhall have the ſum of 10,000*l.* of lawful, &c. for her portion; and in caſe there ſhall be two or three ſuch daughters, then ſuch two or three daughters ſhall have the ſum of 20,000*l.* of like money for their portions, to be equally divided between or amongſt them, ſhare and ſhare alike; and in caſe there ſhall be four or more ſuch daughters, then ſuch four or more daughters ſhall have the ſum of 5000*l.* a-piece of like money for their portions, to be equally divided between or among them, ſhare and ſhare alike; the ſaid portion or portions, for ſuch daughter or daughters, in caſe of iſſue male, to be paid to her or them reſpectively, at her or their reſpective ages of 18 years, or day or days of her or their reſpective marriages, which ſhall firſt happen, after the deceaſe of the ſurvivor of them the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* or ſooner, if they or the ſurvivor of them ſhall, by any writing under the hands and ſeals of them, or the hand and ſeal of the ſurvivor of them, direct or appoint, which it ſhall be lawful for them to do; and if any of the ſaid daughters ſhall attain her or their reſpective ages of 18 years, or to be married in the life-time of the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* or the life-time of the ſurvivor of them, then ſuch portion or portions ſhall be paid to ſuch daughter or daughters reſpectively within one year next after the deceaſe of the ſurvivor of them the ſaid *J.* duke of *R.* and *J.* marquis of *G.* unleſs they the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* or the ſurvivor of them, ſhall direct the ſame to be raiſed in the life-time of them, or the ſurvivor of them, which they may do if they ſhall ſo pleaſe: *And upon this further truſt*, that in the mean time, from after the deceaſe of the ſurvivor of them the ſaid *J.* duke of *R.* and

J. marquis of *G.* until the ſame portion or portions for ſuch daughter or daughters ſhall become due and payable, they the ſaid (*truſtees*) their executors, &c. ſhall and do out of the rents and profits of the ſame premiſſes ſo limited to them for the ſaid term of 600 years (ſubject nevertheleſs as aforeſaid) raiſe, levy and pay ſuch yearly ſum and ſums of money for the maintenance and education of ſuch daughter and daughters of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife to be begotten, in caſe of iſſue male of the ſaid intended marriage, as will amount unto or be equivalent with the intereſt of the portion or portions hereby for them reſpectively provided, after the rate of 5*l. per centum per annum.* *Provided* nevertheleſs, and it is hereby declared and enacted, That in caſe any of the ſaid daughters ſhall happen to die before her or their reſpective portion or portions ſhall become payable by virtue of this act, then the portion or portions of her or them ſo dying, ſhall go and be paid unto, and be divided amongſt the ſurvivors and ſurvivor of ſuch daughter or daughters, when her or their original portion or portions ſhall become payable as aforeſaid, ſo as no one ſuch daughter ſhall by virtue of the ſaid term of 500 years, or the truſts hereby thereof declared, have above the ſum of 10,000*l* for her portion. *Provided* alſo, and it is hereby further declared and enacted, and the ſaid manors, lands and premiſſes are ſo limited to them the ſaid (*truſtees*) their executors, &c. for the ſaid term of 600 years, upon this further truſt and confidence, that they the ſaid (*truſtees*) their executors, &c. ſhall and do permit and ſuffer ſuch perſon and perſons reſpectively, to whom the next and immediate reverſion or remainder of the ſame premiſſes expectant upon the determination of the ſame term of 600 years, ſhall for the time being belong, by virtue of the limitations afore-mentioned (until ſome or one of the ſaid portions for daughters of the ſaid intended marriage, in caſe of iſſue male, ſhall become payable by virtue of this act) to take and receive the rents, iſſues and profits of the ſame premiſſes, over and above the ſaid annual rents or yearly ſums of 500*l* a-piece, hereby provided for the younger ſons of the ſaid *J* marquis of *G.* by the ſaid *B. S.* his intended wife to be begotten, and over and above ſuch ſum and ſums of money as are hereby provided and allowed for the maintenance and education of ſuch daughter and daughters as aforeſaid. *Provided* always, and it is hereby declared and enacted, That in caſe there ſhall be no ſon of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife to be begotten, nor any iſſue male of ſuch ſon living at the time of the deceaſe of the ſaid *J.* marquis of *G.* or afterwards born alive; or in caſe there ſhall be no child or children of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his wife intended to be begotten, other than ſuch as ſhall be intitled to the immediate freehold of the ſame premiſſes, by virtue of the limitations afore mentioned: or there being ſuch child or children, all of them ſhall happen to die before their or any of their ſaid portions ſhall become payable, as aforeſaid; or in caſe the ſaid annual rents or yearly ſums of 500*l.* a-piece, hereby appointed to be raiſed and paid, to and for the younger ſons of the ſaid *J.* marquis of *G* by the ſaid *B. S* and all arrears thereof reſpectively ſhall have been raiſed and paid, and all and every the ſaid ſum and ſums of money to be raiſed for the portion or portions of ſuch daughter or daughters of the ſaid intended marriage, in caſe of iſſue male thereof, with ſuch maintenance for the ſaid daughter or daughters, as is hereby before provided

vided and appointed, ſhall by the ways and means in that behalf before expreſſed have been raiſed and levied; then, and in any of the ſaid caſes ſo happening, and all and every the truſts herein declared of and concerning the ſaid term of 600 years, being firſt duly executed and performed; the ſaid term of 600 years of and in the premiſſes therein comprized, or ſo much thereof as ſhall remain unſold or undiſpoſed of, for the purpoſes aforeſaid, ſhall ceaſe and be void for the benefit of the perſon or perſons next in reverſion or remainder of the ſame premiſſes, immediately expectant upon the determination of the ſame term. *Provided* alſo, and it is hereby further declared and enacted, That if the ſaid *J.* marquis of *G.* ſhall at any time during his life, or at the time of his death, give or advance, to or for any of his ſaid daughters by the ſaid *B. S.* (in caſe of iſſue male by her as aforeſaid) any ſum or ſums of money, or any lands and tenements, goods or chattels, for or towards the advancement or preferment of ſuch daughter or daughters in marriage, and ſhall in writing declare the ſame to be intended as and for ſo much of the portion or portions hereby for her or them reſpectively provided; then ſuch ſum or ſums of money, and the value of ſuch lands, tenements, goods and chattels, ſhall be accounted to her or them to whom the ſame are given or left, as and for part of the portion or portions hereby for her or them provided; any thing herein before contained to the contrary thereof notwithſtanding. And it is hereby further declared and enacted, that the ſaid manors, lands, tenements, hereditaments, and premiſſes hereby limited in uſe to them the ſaid (*truſtees*) their executors, adminiſtrators, and aſſigns, for the ſaid term of 1000 years, are and were ſo limited to them, upon the truſts and to the ends, intents, and purpoſes, and ſubject to the proviſoes herein after declared and expreſſed of and concerning the ſame; that is to ſay, That in caſe the ſaid *J.* marquis of *G.* ſhall happen to die without iſſue male of his body on the body of the ſaid *B. S.* his intended wife, born in his life time or after his deceaſe; or there being ſuch iſſue male, and all of them ſhall happen to die without iſſue male before any of them attain the age of 21 years, and that there be iſſue one or more daughter or daughters of the ſaid *J.* marquis of *G.* on the body of the ſaid *B. S.* his intended wife, at the time of ſuch failure of iſſue male as aforeſaid, or at any time afterwards; then upon truſt that the ſaid (*truſtees*) their executors, &c. ſhall and do by ſale or mortgage of the ſaid manors, &c. comprized in the ſaid term of 1000 years, or of any part thereof, for all or any part of the ſame term, or by or out of the rents, &c. in the mean time, until ſuch ſale or mortgage can be made, or by all or any the ways aforeſaid, raiſe and levy ſuch ſum and ſums of money, for the portion and portions of all and every ſuch daughter and daughters as is herein after mentioned; that is to ſay, if but one ſuch daughter, then the ſum of 20,000*l.* of, &c, for the portion of ſuch only daughter, and if two ſuch daughters, then the ſum of 30,000*l.* of the money to be equally divided between ſuch two daughters, and if three or more ſuch daughters, then the ſum of 10,000*l.* a piece, for all and every ſuch daughter or daughters; the ſame portion and portions to be paid unto ſuch daughter and daughters reſpectively, at her or their reſpective age or ages of 18 years, or day or days of her or their reſpective marriages, which ſhall firſt happen, after the deceaſe of the ſurvivor of them the ſaid *J.* duke of *R.* and *J.* marquis of *G.* and failure

ure of iſſue male of the ſaid marquis by the ſaid *B. S.* his intended wife, as aforeſaid, or ſooner if they the ſaid *J.* now duke of *R.* and *J.* marquis of *G* or the ſurvivor of them, ſhall by any writing under the hands and ſeals of them, or the ſurvivor of them, ſo direct or appoint, which it ſhall be lawful for them to do; and if any of the ſaid daughters ſhall attain her or their reſpective ages of 18 years, or be married in the life-time of the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* or the life-time of the ſurvivor of them, then ſuch portion or portions ſhall be paid to ſuch daughter or daughters reſpectively, within one year next after the deceaſe of the ſurvivor of them the ſaid *J.* duke of *R.* and *J.* marquis of *G.* unleſs the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* or the ſurvivor of them, ſhall direct the ſame to be raiſed in the life-time of them, or the ſurvivor of them, which they may do if they ſhall ſo pleaſe; and alſo upon this further truſt, that they the ſaid (*truſtees*) their executors, &c. ſhall and do, by and out of the rents, &c. of the premiſſes ſo limited to them for the ſaid term of 1000 years, from and after the deceaſe of the ſurvivor of them the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* and failure of iſſue male of the ſaid marquis, by the ſaid *B. S.* his intended wife, in the mean time and until ſuch portion or portions of the ſaid daughter or daughters ſhall become payable as aforeſaid, raiſe, levy and pay ſuch yearly ſum and ſums of money for the maintenance and education of the ſame daughter and daughters as are herein after mentioned; that is to ſay, if there ſhall be but one ſuch daughter, then the yearly ſum of 600*l.* for ſuch only daughter, and if there ſhall be two ſuch daughters and no more, then the yearly ſum of 500*l.* a-piece for ſuch two daughters, and if there ſhall be three or more ſuch daughters, then the yearly ſums of 400*l.* a piece for ſuch three or more daughters; the ſaid yearly ſum and ſums for maintenance, to be paid to ſuch daughter and daughters reſpectively, at or on the two moſt uſual feaſts, &c. the firſt payment thereof to begin and be made at or upon ſuch of the ſaid feaſts or days as ſhall firſt and next happen after the deceaſe of the ſurvivor of them the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* and failure of iſſue male of the ſaid marquis by the ſaid *B S.* his intended wife. *Provided* always, and it is hereby declared and enacted, that in caſe any of the ſaid daughters ſhall happen to die before her or their portion or portions ſhall become payable by virtue of this act, then the portion or portions of her or them ſo dying, ſhall go and be paid unto, and be equally divided amongſt the ſurvivors or ſurvivor of them, when the original portion or portions of ſuch ſurviving daughter or daughters ſhall become payable in purſuance hereof, ſo as no one ſuch daughter ſhall have more than the ſum of 20,000*l.* for her portion by virtue of this truſt. *Provided* alſo, and it is hereby declared and enacted, That in caſe all the ſaid daughters ſhall happen to die before any of their ſaid portions ſhall become payable in purſuance hereof, then the ſaid ſum and ſums of money hereby appointed to be raiſed for portions for ſuch daughters, as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe, for the benefit of ſuch perſon or perſons, as ſhall for the time being be next in reverſion or remainder of the premiſſes, immediately expectant upon the determination of the ſaid term of 1000 years, and then all ſuch ſum and ſums of money as ſhall be then raiſed, for or toward ſuch portion or portions, ſhall be paid unto the ſame perſon or perſons next in reverſion, or remainder, as aforeſaid. *Provided* alſo,

and be it enacted, That no ſuch ſale or mortgage as aforeſaid, ſhall be made of the premiſſes hereby limited in uſe to them the ſaid (*truſtees*) for the ſaid term of 1000 years, until ſome one of the ſaid portions ſhall become payable by virtue of this act. *Provided* likewiſe, and it is alſo hereby declared and enacted, That in caſe the ſaid *J.* marquis of *G.* ſhall in his life-time give to his ſaid daughter or daughters any ſum or ſums of money, for or towards her or their advancement or preferment in marriage; or the ſaid daughter or daughters ſhall receive or be intitled to any portion or portions to be raiſed by virtue of the truſts declared of the ſaid term of 600 years, or if by or after the death of the ſaid *J.* marquis of *G.* there ſhall come unto or deſcend upon the ſaid daughter or daughters, or any of them, any lands, tenements or hereditaments of and from the ſaid *J.* marquis of *G.* then ſuch ſum or ſums of money, and the value of ſuch lands, tenements and hereditaments to be ſold, ſhall be accounted and deemed as part of the portions hereby for them provided, in caſe the ſaid *J.* marquis of *G.* ſhall ſo declare, by writing under his hand, and not otherwiſe. *Provided* always, and it is hereby declared and enacted, that the ſaid manors, lands and premiſſes ſo limited in uſe to them the ſaid (*truſtees*) their executors, &c. for the ſaid term of 1000 years, are and were ſo limited to them, upon this further truſt, that they the ſaid (*truſtees*) their executors, &c. ſhall and do permit and ſuffer ſuch perſon and perſons reſpectively, to whom the next and immediate reverſion or remainder of the ſame premiſſes, expectant upon the determination of the ſaid term of 1000 years, ſhall for the time being belong, by virtue of the limitations in this act contained, to take and receive the reſidue and overplus of the profits of the premiſſes comprized in the ſame term, over and above ſo much thereof, as ſhall be from time to time paid for the reſpective maintenance and education of the ſaid daughter or daughters reſpectively, until ſome or one of the ſame portions ſhall become payable. *Provided* likewiſe, and it is hereby further declared and enacted, that in caſe at the time of the death of the ſurvivor of them the ſaid *J* now duke of *R.* and *J.* marquis of *G* and failure of iſſue male of the ſaid marquis by the ſaid *B. S.* there ſhall happen to be no ſuch daughter or daughters of their two bodies living or afterwards born alive, or there being any ſuch, all of them ſhall happen to die before any of their ſaid portions ſhall become payable by virtue of this act; or in caſe all and every the truſts herein before declared, of and concerning the ſaid term of 1000 years, ſhall in all things be fully performed and ſatisfied, according to the true intent and meaning of this act; then and in any of the ſaid caſes, the ſaid term of 1000 years, of and in the ſaid manors, lands and hereditaments therein comprized, or ſo much thereof as ſhall then remain unſold or undiſpoſed of, for the purpoſes aforeſaid, ſhall ceaſe, determine, and be abſolutely void; any thing herein contained to the contrary notwithſtanding. *And it is hereby further declared and enacted*, that the ſaid manors, &c. herein before limited in uſe to the ſaid (*truſtees*) their executors, &c for the ſaid term of 60 years, are and were ſo limited to them, upon the truſts, and to the ends, intents and purpoſes, and with and under the proviſoes and agreements herein after expreſſed and declared of and concerning the ſame; that is to ſay, in caſe the ſaid *J.* marquis of *F.* and *B S.* his intended wife, ſhall both of them happen to die in the life-time of the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* and there ſhall be no iſſue between them two begotten any ſon or daughter, ſons

or daughters, who ſhall be intitled to the annuities and maintenance hereby provided for them, by the truſts declared of the ſaid ſeveral terms of 600 years, and 1000 years reſpectively; then upon truſt that they the ſaid (*truſtees*) their executors, &c. ſhall do and from time to time, after the deceaſe of the ſurvivor of them the ſaid *J.* marquis of *G.* and *B. S.* his intended wife, by and out of the rents, iſſues and profits of the ſaid manors, &c. ſo limited to them for the ſaid term of 60 years, raiſe, levy and pay, during the life time of the ſaid *J.* now duke of *R.* to and for the younger ſons of the ſaid *J.* marquis of *G.* by the ſaid *B. S.* his intended wife, the ſaid annuities ſo provided for them by the truſts declared of the ſaid term of 600 years, and to and for the daughters of the ſaid *J.* marquis of *G.* by the ſaid *B. S.* his intended wife, ſuch yearly ſum and ſums of money for their maintenance, and in ſuch proportion to their reſpective fortunes, and ſubject to ſuch augmentation or diminution, as in the truſts of the ſaid ſeveral terms of 600 years and 1000 years, is in that behalf mentioned, expreſſed and declared; the ſaid annuities and maintenances reſpectively to be paid to ſuch daughter and daughters, younger ſon or younger ſons reſpectively by ſuch half-yearly payments, as the annuities and maintenances provided for them reſpectively by the truſts of the ſame terms of 600 years and 1000 years, are therein limited and appointed to be paid: *And alſo upon this further truſt*, to permit the reſidue of the rents, iſſues and profits of the premiſſes ſo limited to them the ſaid (*truſtees*) their executors, &c. for the ſaid term of 60 years, to be received by the perſon or perſons that ſhall be intitled to the reverſion of the ſame premiſſes expectant upon the determination of the ſame term. *Provided* always, and it is hereby declared and enacted, that the ſeveral ſum or ſums of money that ſhall be raiſed by virtue of the truſt declared of the ſaid term of 60 years, for the annuities and maintenances of ſuch younger ſon or daughters of the ſaid *J.* marquis of *G.* by the ſaid *B. S.* reſpectively, ſhall not, nor ſhall any of them, or any part of them, be charged upon or affect the manors &c. comprized in the ſaid terms of 600 years and 1000 years, or either of them; but the ſame manors, &c. ſhall be acquitted of, and diſcharged and exempted from all and every ſuch ſum and ſums of money that ſhall from time to time be raiſed and paid, in purſuance of the truſt declared of the ſame term of 60 years for the purpoſes aforeſaid: any thing contained to the contrary notwithſtanding. *Provided* always alſo, and it is hereby further declared and enacted, that from and immediately after the deceaſe of the ſaid *J.* now duke of *R.* and after all the truſts of the ſaid term of 60 years, ſhall be fully performed and executed, and all arrears of the ſaid annuities for the younger ſons, and yearly ſums for the maintenance of the daughters of the ſaid *J.* marquis of *G.* by the ſaid *B. S.* his intended wife, ſhall be fully paid and ſatisfied; or in caſe the ſaid *J.* marquis of *G.* and *B. S.* his intended wife, or either of them, ſhall happen to ſurvive the ſaid *J.* now duke of *R.* then and from thenceforth, and in either of the ſaid caſes ſo happening, the ſaid term of 60 years ſhall ceaſe, determine, and be abſolutely void: *Provided* alſo further, and it is hereby declared and enacted, that it ſhall and may be lawful to and for the ſaid *J.* now duke of *R.* *J.* marquis of *G.* and *B. S.* reſpectively, from time to time, during the continuance of their reſpective eſtates, as they ſhall reſpectively be tenants for life in poſſeſſion of and in the premiſſes, by virtue

Power to make leaſes.

virtue of the limitations aforeſaid, by any deed or deeds indented under their reſpective hands and ſeals to demiſe, leaſe, or grant all and every the manors, &c. whereof they ſhall be then in actual poſſeſſion, by virtue of this act, or any part or parts thereof, (except the honour, &c.) to any perſon or perſons, for any term or number of years, not exceeding 21 years, ſo as that there be reſerved upon every ſuch demiſe, leaſe or grant, ſo much yearly rent as is now reſerved for the ſame, or ſo much as can really and *bona fide* be got for the ſame, without taking any fine, premium or foregift, and ſo as in every ſuch leaſe or leaſes ſo to be made as aforeſaid, there be contained a condition of re-entry for non-payment of the rents or rents thereby to be reſerved, and ſo as the reſpective leſſees, to whom ſuch leaſes ſhall be made, ſeal and execute counterparts thereof, and ſo as no clauſe be therein contained, giving power to any ſuch leſſee to commit waſte, or exempting him, her or them, from puniſhment for committing the ſame: *Provided* alſo, and it is hereby declared and enacted, that it ſhall and may be lawful to and for the ſaid *J.* now duke of *R.* from time to time, during his natural life, ſo often as the church of *K.* aforementioned ſhall become vacant, by the death of the preſent incumbent, or any other that ſhall ſucceed him, to preſent a clerk to the rectory of the ſame church, notwithſtanding any limitation of the advowſon of the ſame church herein before contained to the contrary. *And whereas* by indenture bearing date, &c. made or mentioned to be made between the ſaid *R.* lord *L.* and *M.* lady *L.* by the name of dame *M.* his wife, (ſince deceaſed) of the one part, and *L. M.* gent. of the other part, and a fine thereupon levied by the ſaid lord *L.* and dame *M.* his wife, all that the hundred, &c. in the county of *G.* with all and ſingular the rights, &c. and all thoſe the manors of, &c. in the ſaid county of *W.* and all, &c. were ſettled, limited, and aſſured, *To the uſe* of the ſaid *R.* lord *L.* and dame *M.* his wife, for their lives, and the life of the longeſt liver of them, without impeachment of waſte; remainder to the ſaid *L. M.* and his heirs, for the lives of the ſaid lord *L.* and dame *M.* his wife, and the life of the longer liver of them, in truſt to preſerve contingent remainders; remainder to the firſt and other ſons of their two bodies begotten in tail male ſucceſſively; remainder to the daughters of the ſaid lord *L.* and dame *M.* his wife in tail; remainder to the right heirs of the ſurvivor of them the ſaid lord *L.* and dame *M.* his wife; *Subject nevertheleſs*, to a proviſo or power in the ſame recited indenture contained, for them the ſaid lord *L.* and dame *M.* his wife, at any time or times thereafter during their natural lives, by any deed or deeds, writing or writings, to be ſigned and ſealed by them in the preſence of two or more witneſſes, to revoke, make void, alter or change all or any the uſe or uſes in the ſame indenture limited, declared or expreſſed, of or concerning the premiſſes, or any part or parcel thereof, and by the ſame, or any other deed or deeds, writing or writings, to be ſigned and ſealed as aforeſaid, to declare, limit or appoint any new or other uſes or truſts, of or concerning the ſame premiſſes, or any part or parcel thereof. *And whereas* by indenture bearing date, &c. made, &c. between the ſaid *R.* lord *L.* and dame *M.* his wife, of the one part, and the honourable *B.* and *A.* in the county of *Y.* widow and relict of the honourable *J.* late of *A.* aforeſaid, eſq; deceaſed, dame *M. H.* widow and relict of the ſaid Sir *G, H. C. F.* of &c. eſq; *F. G.* of &c. eſq; *G. C.* of, &c. eſq; and *R. B.* of, &c. eſq; of the other part, (reciting the ſaid laſt

and to preſent a clerk to a rectory.

Recital of ſettlement to the uſe of *R.* lord *L.* and his wife for life.

Remainder, &c.

Power to revoke, &c.

Revocation and new declaration.

laſt recited indenture) the ſaid *R* lord *L.* and dame *M.* his wife, in purſuance of the power therein reſerved, did thereby revoke and make void all the uſes, in and by the ſaid recited indenture, limited or declared after the deceaſe of the longer liver of them the ſaid *R.* lord *L.* and dame *M.* his wife, of and concerning the premiſſes in the ſame indenture and fine comprized; and did thereby limit, declare, and appoint the ſame, after the deceaſe of the longer liver of them the ſaid *R.* lord *L.* and dame *M.* his wife, *To the uſe* of the ſaid *B D.* dame *M. H. C. F. F. G. G. C.* and *R. B.* their executors, &c. for the term of 1000 years, *Upon truſt* for raiſing portions, in caſe of iſſue male, for the younger ſons and daughters of the ſaid *R.* lord *L.* and dame *M.* his wife, in ſuch manner as therein is mentioned; and after the expiration or other determination of the ſame term, *To the uſe* of the firſt and other ſons of the ſaid *R.* lord *L.* and dame *M.* his wife, in tail male ſucceſſively; remainder to the daughter and daughters of the ſaid *R.* lord *L.* and dame *M.* his wife, and the heirs of the body and bodies of ſuch daughter and daughters; and in caſe any ſuch daughter and daughters ſhould happen to die without iſſue of her or their body or bodies, then the ſhare and proportion of her or them ſo dying, of or in the premiſſes, ſhould go unto, and be to the over-livers or over-liver of ſuch daughters, and the heirs of the bodies or body of ſuch over-livers or over liver, with remainder to the right heirs of the over-liver of them the ſaid *R.* lord *L.* and dame *M.* his wife. *And whereas* the ſaid Sir *G. H.* by his laſt will and teſtament in writing, bearing date, &c. duly proved, &c. did give and deviſe all his manor of *C.* with its rights, &c. in the ſaid county of *W.* and all his meſſuages, &c. unto his ſaid wife *M. H.* for her life; remainder to his ſaid daughter *M.* afterwards dame *M. L.* and the heirs of her body, with remainder to his ſaid wife, and her heirs for ever; as by the ſaid ſeveral recited indentures and will, relation being thereunto reſpectively had, may more fully appear. *And whereas* the ſaid *M.* lady *L.* died in the life-time of the ſaid dame *M. H.* her mother, leaving iſſue by the ſaid *R.* lord *L.* only one ſon and two daughters, *viz.* the honourable *W. G. S.* eſq; and the honourable *L. C. M. S.* and the ſaid *B. S.* *And whereas* the ſaid dame *M. H.* died in the year, &c. and the ſaid *W. G. S.* died at, &c. in the month of, &c. under the age of 21 years, without iſſue of his body; and the ſaid *L. C. M. S.* died in the year, &c. under the age of 21 years and unmarried; and the ſaid *B. S.* is the only child living of the ſaid *R.* lord *L.* by the ſaid *M.* lady *L.* deceaſed, and is under the age of 18 years; whereby, and by means whereof the ſaid *R.* lord *L.* is according to the purport and tenor of the ſaid two laſt recited indentures ſeiſed of, and in the hundred, &c. in the ſaid indentures comprized, to himſelf for life; remainder to the ſaid *B. S.* and the heirs of her body, with remainder to his own right heirs; and ſhe the ſaid *B. S.* is by virtue of the ſaid will of the ſaid Sir *G. H.* ſeiſed of the ſaid manor of *C.* &c. as aforeſaid, in tail, as ſole daughter and heir of the body of her mother *M.* late lady *L.* deceaſed, with remainder to her the ſaid *B. S.* in fee, as grand-daughter and ſole heir of the ſaid dame *M. H.* deceaſed. *And whereas* it was agreed at the treaty for the ſaid intended marriage of the ſaid *J.* marquis of *G.* with the ſaid *B. S.* by and on the behalf of the ſaid *R.* lord *L.* and *B. S.* that the ſaid hundred, &c. the eſtate and inheritance

Sir *G. H.*'s will.

M. lady *L.*'s death. Her iſſue.

M. H.'s death. *L. C. M. S.*'s death *B. S.* the only ſurviving child. *R* lord *L.* ſeiſed. *B. S.* ſeiſed.

Agreement at the treaty of marriage.

ſtance of the ſaid *R.* lord *L.* and *B. S.* or either of them in the ſaid counties of *W.* and *G.* herein before mentioned, in conſideration of the ſaid intended marriage, and of the ſettlement ſo agreed to be made, and which is hereby accordingly made, of the eſtate and hereditaments of the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* ſhould be conveyed to, and veſted in truſtees and their heirs to be ſold, and the money ariſing by ſuch ſale ſhould be paid to the ſaid *J.* duke of *R.* as and for part of the marriage-portion of the ſaid *B. S.* but ſuch ſale or conveyance of the ſaid hundred, &c. the eſtate of the ſaid *L.* and *B. S.* aforementioned, could not, according to the laws of this kingdom, be effected, or a good title thereof made to a purchaſer, without the aid of parliament, by reaſon of the infancy of the ſaid *B. S. May*, &c. That it may be enacted, *And it is hereby further enacted*, by, &c. That the ſaid hundred, &c. in the ſaid counties of *W.* and *G.* herein before mentioned, with their and every of their rights, &c. from and immediately after the ſolemnization of the ſaid intended marriage, be veſted in and upon *(truſtees)* and their heirs, *To the Uſe* of them their heirs and aſſigns for ever: *In truſt* nevertheleſs, that they the ſaid *(truſtees)* and the ſurvivors or ſurvivor of them, and the heirs of ſuch ſurvivor, ſhall and do, with the approbation and conſent of the ſaid *J.* now duke of *R.* and *R.* lord *L.* their and each of their reſpective executors and adminiſtrators, ſell and diſpoſe of the ſaid hundred, &c. ſo veſted in them, either intirely or by parcels, to any perſon or perſons that ſhall be willing to purchaſe the ſame or any part or parts thereof, for the moſt money or beſt price or prices which can be reaſonably had or gotten for the ſame, and alſo ſhall and do pay and diſpoſe of the money which ſhall be raiſed by ſuch ſale or ſales unto the ſaid *J.* now duke of *R.* his executors, &c. to and for his and their own uſe and benefit: *And alſo upon this further truſt*, that they the ſaid *(truſtees)* and the ſurvivor, &c. ſhall and do permit and ſuffer the ſaid *J.* now duke of *R.* his executors, &c. from and immediately after the ſolemnization of the ſaid intended marriage, to receive and take the fines, rents, iſſues and profits of the ſame hundred, manors, lands, advowſons, and hereditaments, ſo to be veſted in them the ſaid truſtees to be ſold as aforeſaid, until ſuch ſale or ſales ſhall be thereof reſpectively made as aforeſaid: *And be it further enacted*, &c. (*Clauſe that purchaſers ſhall peaceably enjoy as to receipts by truſtees*, &c. *See the acts before.*) *Provided* always, and it is hereby declared and enacted, That it ſhall and may be lawful to and for the ſaid (*truſtees*) &c. and the ſurvivor of them, and the heirs of ſuch ſurvivor, at any time or times after the ſolemnization of the ſaid intended marriage, by and with the conſent and approbation of the ſaid *J.* now duke of *R.* his executors or adminiſtrators, under his or their hands and ſeals reſpectively, to make any leaſe or leaſes of the ſame premiſſes ſo veſted in them, &c. to be ſold as aforeſaid, or any part or parts thereof, before any ſuch ſale or ſales can reſpectively be thereof made, to any perſon or perſons, for any term or number of years not exceeding 21 years, or for one, two, or three lives in being, or for any term of year determinable upon the death of one, two or three perſon or perſons in being, in ſuch reſpective caſes to be named, reſerving ſuch rent or rents, as is or are now reſerved for the ſame, and taking ſuch fine and fines as have been uſually taken in caſes of the like nature, and are conformable to the cuſtom of the

Neceſſity of an act.

Enacted, That premiſſes be veſted in truſtees to be ſold.

Power to make leaſes, &c.

the county or counties, place and places where the ſame laſt mentioned premiſſes reſpectively lie, which ſaid rent or rents to be reſerved upon ſuch leaſe or leaſes, and the fine and fines to be taken for the ſame, ſhall be payable and paid to the ſaid *J.* now duke of *R.* his executors, &c. *Provided* alſo, that the ſeveral truſtees in this act named for the ſeveral purpoſes therein reſpectively mentioned, or any of them, or the heirs, executors or adminiſtrators of them or any of them, ſhall not be charged or chargeable with, or accountable for the acts or miſcarriages of the other, &c. *Provided* alſo, that the ſaid truſtees, and every of them, their and every of their heirs, ſhall be paid and ſatisfied out of the rents, iſſues and profits of the eſtates hereby veſted, and to be veſted in them reſpectively, or out of the money to be advanced and paid upon ſuch ſale or ſales as aforeſaid, all ſuch coſts, charges, damages and expences, which they, or any or either of them, ſhall ſuſtain or be put unto, for or by reaſon of the truſts aforeſaid, or of the management or execution of the ſame. *Provided* alſo further, that nothing in this act contained ſhall prejudice, leſſen or defeat the jointure-eſtates of the ſaid *K.* ducheſs dowager of *R.* and *L.* now ducheſs of *R.* or the truſts declared of the ſaid term of 400 years, for raiſing annuities, portions and maintenances for the younger ſons and daughters of the ſaid *J.* now duke of *R.* by the ſaid *K.* late ducheſs of *R.* deceaſed; *Saving* to the king's moſt excellent majeſty, his heirs and ſucceſſors, and to the ſaid ducheſs dowager of *R.* and *L.* now ducheſs of *R.* wife of the preſent duke, (for and in reſpect of the jointure-eſtates herein before mentioned to be limited to them for their reſpective lives only, and not otherwiſe) and to the ſaid *W. M.* eſq; commonly called lord *W. W. T. M.* eldeſt commonly called lord *T. M.* the lady *K. M.* the lady *R. M.* the lady *F. M.* and the lady *E. M.* (for and in reſpect of the annuities, portions and maintenances provided for them reſpectively, by the truſt of the ſaid term of 400 years only, and not otherwiſe) and to all and every other perſon, &c. (other than the ſaid *J.* now duke of *R. J. M.* eſq; commonly called *J.* marquis of *G.* the ſaid *R.* lord *L.* and *B. S.* and their reſpective heirs of their reſpective bodies, and the heirs of the ſaid *B. S.* and all and every perſon and perſons which they the ſaid *J.* now duke of *R.* and *J.* marquis of *G.* and the ſaid *R.* lord *L.* and *B. S.* or any of them reſpectively, might bar by common recovery, or recoveries, or any other act or acts in law, in caſe the ſaid *J.* marquis of *G.* and *B. S.* were both of the age of 21 years) all ſuch right, &c. in, to, and out of, all or any of the honours, manors, caſtles, hundreds, lands, tenements, advowſons, hereditaments and premiſſes, whereof any uſe or eſtate is hereby limited or created, as they, every or any of them, had or ſhould, or might have enjoyed, if this act had never been made.

Truſtees not anſwerable for each other.

Charges.

This act not to leſſen *K.* ducheſs dowager of *R.* and the preſent ducheſs.

Saving, &c.

An Act to ſettle the eſtate of Sir H. A. *Bart. according to the Intention of Articles made before his Marriage with Dame* P. *his Wife, Daughter of Sir* J. S. *Bart.*

WHEREAS, &c. *(Recital that* per *Sir* H. A. *the father's ſettlement, dated* October 2, &c. *Sir* H. A. *the ſon is become tenant in tail of manors of* T. *and other lands in* B. *and of manors of* C. *in* S. *ſubject as to* S. *premiſſes to* 590*l.* per annum, *rent-charge to dame* R. M. A. *the mother for her life, and ſubject to a term for three hundred years, for raiſing* 6000*l. to* R. M. A. *the infant ſiſter, out of the* B. *eſtate, payable to her at* 21 *or marriage.) And whereas* by articles of agreement, made, &c. the 28th day of *October*, &c. between the ſaid dame *M. R. A.* widow, relict, ſole executrix and ſole ſurviving truſtee of the laſt will and teſtament of her late huſband, the ſaid Sir *H. A.* deceaſed, and the ſaid Sir *H. A.* the ſon, of the one part, and Sir *J. S.* of, &c. bart. and dame *P. A.* now wife of the ſaid Sir *H. A.* the ſon and daughter of the ſaid Sir *J. S.* of the other part; *reciting* the marriage then intended, and which has been ſince had and ſolemnized between the ſaid Sir *H. A.* the ſon and the ſaid dame *P.* his wife, and that the ſaid Sir *H. A.* the ſon, by reaſon of his infancy, was incapable to make a jointure, proviſion or ſettlement, upon or for the ſaid dame *P.* or the iſſue of the ſaid then intended marriage; *and likewiſe reciting* as or to the effect herein before recited: *And further reciting*, That *J. A.* gent. one of the uncles of the ſaid Sir *H. A.* the ſon, and to whom, by virtue of the ſaid indenture *triquepartite* of releaſe, a remainder was limited of the premiſſes in the ſaid county of *S.* in default of iſſue male of the body of the ſaid Sir *H. A.* the father deceaſed, was ſince dead, without iſſue of his body; *in conſideration* of the ſaid then intended marriage, it was thereby concluded and fully agreed, by and between the ſaid parties thereunto, that all and ſingular the ſaid manors, &c. therein and herein before mentioned, and of which the ſaid Sir *H. A.* the ſon was and is tenant in tail as aforeſaid, and every part and parcel thereof, with their and every of their rights, members and appurtenances, ſhould, with all convenient ſpeed, be ſettled and aſſured upon truſtees and their heirs, for that purpoſe to be named by the ſaid dame *R. M. A.* and Sir *J. S.* their reſpective executors and adminiſtrators, to ſuch uſes, upon ſuch truſts, and to and for ſuch intents and purpoſes, and ſubject to ſuch eſtates and powers, and with and under ſuch proviſoes, limitations and agreements as are therein after mentioned and expreſſed; and to ſuch effect for the benefit of the parties to the ſaid marriage-articles, and of the iſſue of the ſaid marriage, as are herein after enacted, according to the true intent and meaning of the ſaid parties to the ſaid articles, and for rendering the ſaid articles more effectual: *And whereas* in and by the ſaid articles, the ſaid dame *R. M. A.* and Sir *J. S.* did covenant with each other, that they would uſe their utmoſt endeavours for the procuring an act of parliament the then next ſeſſions of parliament, for the ſettling and aſſuring of all the ſaid manors, hereditaments and premiſſes, to and upon the ſeveral uſes, truſts, intents and purpoſes, and ſubject to the ſeveral proviſoes, powers and agreements therein agreed, mentioned and expreſſed of and concerning the ſame premiſſes reſpectively, as by the ſaid articles of agreement (relation being thereunto had) may appear;

Recital that *per* articles, 28 *October* laſt, made on marriage of Sir *H. A.* the ſon with *P.* daughter of Sir *J. T.* That Sir *H. A.* the ſon, by reaſon of infancy, is incapable of making a ſettlement.

It was agreed *per* articles, that all the manors and lands ſhould be veſted in truſtees to the uſes in the articles.

And *R. M. A.* and Sir *J. S.* covenanted to procure an act for ſettling premiſſes.

pear; *Wherefore* your majeſty's moſt dutiful ſubjects, the ſaid dame *R.* *M. A.* Sir *H. A.* the ſon, and Sir *J. S.* moſt humbly beſeech your mo excellent maieſty, that it may be enacted, *And be it enacted* by, &c. th

Enacted, that premiſſes in *B.* and *S.* be veſted in truſtees, and the manor of *C.* to continue charged with *R. M. A.*'s jointure.

all and every the ſaid manors, &c. herein before mentioned, with the and every of their rights, members and appurtenances, from and afte the ——— day of, &c. ſhall be veſted and ſettled, and are hereby veſte and ſettled in and upon Sir *G. B.* of, &c. bart. *R. P.* of, &c. eſq; an their heirs: the ſaid manor of *C.* and other the premiſſes within the ſai county of *S.* being nevertheleſs to be ſubject, and to continue charge with the payment of the ſaid yearly rent-charge of 500*l.* to the ſaid dam *R. M. A.* and her aſſigns, in ſuch manner as the ſaid yearly rent-charg was limited by the ſaid indenture of releaſe to her, for her life, for he jointure, out of the ſame premiſſes in the ſaid county of *S.* And th

The manor of *T.* to continue ſubject to the truſts declared by indenture of releaſe for raiſing ſaid 6000*l.* for ſaid *R. M. A.* the daughter. *B.* and *P.* and their heirs to ſtand ſeiſed (ſubject, &c.) to the uſes after mentioned, *viz.* as to the manor of *T* and other premiſſes in *B.* and *N.* (ſubject to raiſing ſaid portion and maintenance for ſaid *R. M. A.*) to the uſe of *R.* and *C.* for 99 years for raiſing 100*l. per annum* for dame *P. A.* for her ſeparate uſe. Pin money.

ſaid manor of *T.* and ſuch other the premiſſes in the ſaid county of *B.* are comprized in the ſaid term of 300 years, yet nevertheleſs to be a continue ſubject to the ſame term and the truſts thereof declared, b the ſaid in part recited indenture of releaſe, for or concerning the raiſi of the ſaid ſum of 6000*l.* for the portion of the ſaid *R. M. A.* with ſuc intereſt or maintenance as is thereby provided; and that the ſaid Sir *B.* and *R. P.* and their heirs, (ſubject as aforeſaid) ſhall ſtand and ſeiſed of all and ſingular the ſaid ſeveral manors, &c. in the ſaid ſever counties of *B. N.* and *S.* to the ſeveral uſes, upon ſuch truſts, and to and ſ ſuch intents and purpoſes, and ſubject to ſuch eſtates and powers, a with and under ſuch proviſoes, declarations and limitations, as are her in after mentioned, expreſſed and declared of and concerning the ſam (that is to ſay) *As for and concerning* the ſaid manor or lordſhip of with its rights, members and appurtenances, the ſaid capital meſſuag &c. of *T.* aforeſaid, the ſaid rectory or parſonage of *N. P.* and t tithes thereunto belonging, and all and ſingular the ſaid meſſuages, & in the ſaid counties of *B.* and *N.* and each of them, (*ſubject* in t firſt place to the raiſing and payment of the ſaid portion of 6000*l.* a intereſt, or maintenance to and for the ſaid *R. M. A.* as aforeſaid, as ſuch part of the ſaid premiſſes as are ſubject and liable thereto) *To the and behoof* of *T. R.* the younger, of, &c. eſq; and *N. C.* of, &c. e their executors, &c. for the term of 99 years, to commence from a after the ſaid ———— day of *March*, in the ſaid year, &c. *upon the tru* and to and for the ends, intents and purpoſes, and with and under t proviſoes herein after mentioned, of and concerning the ſame; (that to ſay) *upon truſt*, that they the ſaid *T. R.* and *N. C.* and the ſurviver &c. ſhall and do, by and out of the rents, iſſues and profits of the ſaid manor, &c. ſo to them limited for the ſaid term of 99 years, during th joint lives of the ſaid Sir *H. A.* the ſon, and dame *P.* his wife, levy pay and diſpoſe of the yearly ſum of 100*l.* of, &c. free, &c. to the ſe parate hands of the ſaid dame *P.* to and for her ſole and ſeparate uſe or to ſuch perſon or perſons, and for ſuch uſes, intents and purpoſes, a the ſaid dame *P.* alone, and without the ſaid Sir *H. A.* her huſband, notwithſtanding her minority or coverture, by any writing or writing under her hand, ſhall from time to time direct or appoint, by quarterly payments, at the four moſt uſual feaſts, &c. the firſt payment thereof to begin and be made at or on ſuch of the ſaid feaſt-days as ſhall firſt happen next after the paſſing this act; which ſaid yearly ſum o 100*l.* is hereby intended to be applied and diſpoſed of to and for the ſole

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and ſeparate uſe of the ſaid dame *P.* and for ſuch purpoſes as ſhe ſhall from time to time think fit; and not to be ſubject to the controul, debts, engagements or intermeddling of the ſaid Sir *H. A.* her huſband; and the receipt or receipts of her, the ſaid dame *P.* alone under her hand, or of ſuch perſon or perſons as ſhe ſhall appoint to receive the ſame as aforeſaid, ſhall, notwithſtanding her minority or coverture, be from time to time a ſufficient diſcharge unto the ſaid *T. R.* and *N. C.* their executors, adminiſtrators and aſſigns, for ſo much thereof as ſhall therein be acknowledged or expreſſed to be paid; *and alſo upon truſt* to permit and ſuffer the ſaid Sir *H. A.* the ſon, and his aſſigns, to receive all the rents, &c. of the premiſſes ſo limited to them the ſame truſtees, for the ſaid term of 99 years which ſhall not be applied by them to the payment of the ſaid yearly ſum of 100*l.* payable as aforeſaid, and of the coſts and charges of the ſame truſtees, their executors, &c. upon account thereof, as the ſame ſhall accrue and ariſe from time to time, during the joint-lives of the ſaid Sir *H. A.* and dame *P.* his wife, according to the limitations herein mentioned and expreſſed. *Provided always, and it is hereby declared and enacted*, that if the ſaid Sir *H. A.* the ſon ſhall from time to time, during the joint lives of him and the ſaid dame *P.* his wife, well and truly pay or cauſe to be paid unto the proper hands of the ſaid dame *P.* or to any other perſon or perſons by her appointment, in writing under her hands, for her ſeparate uſe or diſpoſal, the yearly ſum of 100*l.* in ſuch manner, and at ſuch times, as the ſame is hereby limited and appointed to be paid; *it ſhall and may be lawful* to and for the ſaid Sir *H. A.* the ſon, and his aſſigns, in ſuch caſe, and not otherwiſe, to receive and take to his and their own uſe, the rents, iſſues and profits of the ſame premiſſes during the joint lives of the ſame Sir *H. A.* and dame *P.* his wife. *Provided alſo, and it is hereby declared and enacted*, that after the deceaſe of either of them the ſaid Sir *H. A.* and dame *P.* his wife, when all the truſts of the ſaid term of 99 years ſhall be fully executed and performed, and all the arrears of the ſaid yearly ſum of 100*l* ſhall be ſatisfied and paid, and the coſts and charges of the truſtees relating thereto ſhall be raiſed and diſcharged, then and from thenceforth the ſaid term of 99 years ſhall ceaſe, determine and be abſolutely void: *And as for and concerning* the ſaid manor and rectory of *T.* and all and ſingular other the premiſſes in the ſaid counties of *B.* and *N.* herein before limited, in uſe to the ſaid *T. R.* and *N. C.* their executors, &c. for 99 years, from and after the end, expiration or other ſooner determination of the ſame term, and ſubject in the mean time thereunto, *And ſubject* to the ſaid term of 300 years, as aforeſaid: *And alſo as for and concerning all* the ſaid manor, &c. of *C.* and all and ſingular the other hereditaments and premiſſes in the ſaid county of *S.* (*ſubject* to the raiſing and payment of the ſaid yearly rent or ſum of 500*l. per annum*, to the ſaid dame *R. M. A.* for and during her natural life as aforeſaid) *To the uſe and behoof* of the ſaid Sir *H. A* the ſon, for and during his natural life, without impeachment of or for any manner of waſte; and from and after the determination of that eſtate, *To the uſe and behoof* of the ſaid Sir *G. B.* and *R. P.* and their heirs, during the life of the ſaid Sir *H. A.* the ſon, *in truſt* to preſerve the contingent remainders thereof, herein after limited, from being defeated or deſtroyed: and for that purpoſe to make entries and bring actions as occaſion

Premiſſes in *B.* and *N.* after the 99 years ſubject, &c.

The manor of *C.* and premiſſes in *S.* ſubject, &c. to the uſe of Sir *H. A.* the ſon, for his life; remainder to *B.* and *P.* during his life, to ſupport contingent remainders.

shall be or require; *yet* nevertheless to permit and suffer the said Sir *H. A.* to receive and take the rents, issues and profits thereof, during his life, to his own use and benefit; and from and immediately after the death of the said Sir *H. A. Then as for and concerning all* that capital messuage, &c. of *T.* &c. in the county of *B.* aforesaid, *And also all that, &c. all* which said several lands, tenements, tithes and premisses last mentioned, are situate, lying, arising and being, in *N. P. C. L.* and *G.* some or one of them in the said county of *B.* and amount together to the yearly rent of 600*l.* together with all buildings, &c. (*Subject* to all necessary repairs and parliamentary taxes) *To the use* of the said dame *P. A.* and her assigns, for and during her life, for her jointure, and in full satisfaction, lieu and bar of all dower or thirds which she shall or may have or claim, of, in, unto or out of any manor, &c. whereof the said Sir *H. A.* her husband is, or at any time hereafter shall be seised of any estate of inheritance at any time during the coverture between him and the said dame *P.* his wife (the yearly value of which said dower or thirds would considerably exceed the yearly value of the said premisses hereby limited in use to the said dame *P.* for her jointure as aforesaid); *and* from and immediately after the deaths of the said Sir *H. A.* and dame *P.* his wife, and the decease of the survivor of them, *as* to the said capital messuage, &c. so limited unto the said dame *P.* for her life for her jointure as aforesaid; *And also as for and concerning* the said manor, &c. of *T.* and all and singular the premisses situate, &c. in the said counties of *B.* and *N.* which are not hereby limited in jointure to and for the said dame *P.* as aforesaid, (*Except* all those lands, &c. in *N. P.* and *T.* aforesaid or elsewhere, in the said county of *B.* next herein after particularly mentioned, (that is to say), &c. and all other appurtenances to the same excepted lands, tenements and hereditaments belonging or in any wise appertaining,) from and after the decease of the said Sir *H. A.* the son, *Subject* to the raising and payment of the said portion of 6000*l.* and interest, or maintenance to and for the said *R. M. A.* as aforesaid, *to the use* of *T. E.* the younger, of, &c. esq; and *P. R.* of, &c. gent. their executors, &c. for and during the term of 500 years, without impeachment of waste, *upon* the trusts, and to and for the intents and purposes, *and subject* to the provisoes herein after mentioned and expressed, of and concerning the same term: *And* from and after the expiration or other sooner determination of the said term of 500 years, *as to all* the said manors, &c. comprized in the said term of 500 years, and subject thereunto, *And subject* to the said portion of 6000*l.* and interest, or maintenance to and for the said *R. M. A.* as aforesaid, *And also as for and concerning* the said manor, &c. of *C.* with the rights, &c. in the said county of *S.* from and immediately after the decease of the said Sir *H. A.* the son, *Subject* to the raising and payment of the said yearly rent or sum of 500*l. per annum* to the said dame *R. M. A.* for her life, as aforesaid, *To the use* of the first son of the said Sir *H. A.* the son, on the body of the said dame *P.* his wife begotten or to be begotten, and of the heirs male of the body of such first son lawfully issuing; and in default of such issue, *To the use* of the second son of the said Sir *H. A.* the son, on the body of the said dame *P.* his wife begotten or to be begotten, and of the heirs male of the body of such second son lawfully issuing; and in default of such issue, *To the use* of the third son of the said Sir *H. A.* the son, on the body of the said dame *P.* his wife to be begotten, and of the

After Sir *H.*'s death, as to the messuage, called, &c. of *T.* and several lands in *N. P. C. L.* and *G.* in county of *B* of 600*l. per ann.* subject, &c to the use of dame *P. A.* for her life, for her jointure.

After deaths of Sir *H.* and dame *P.* as to her jointure, and the manor of *T.* in *B* and *N.* (except lands in *N. P.* and *T.*)

From death of Sir *H.* to the use of *E.* and *R.* for 500 years; after said 500 year, to, &c.

Manor of *C.* and premisses in *S* from the death of Sir *H. A.* subject &c.

the heirs male of the body of ſuch third ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* of the fourth, &c. all and every other ſon and ſons of the ſaid Sir *H. A.* the ſon, on the body of the ſaid dame *P.* his wife to be begotten, either born in his life-time or after his deceaſe, ſeverally and ſucceſſively, and in remainder one after another, as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his body iſſuing, being always to be preferred and to take place before a younger of them, and the heirs male of his body *And* in default of ſuch iſſue, *As for and concerning* the ſaid manor, rectory, hereditaments, and all and ſingular other the premiſſes, ſituate, &c. in the ſaid counties of *B.* and *N.* (except as herein before is excepted) *To the uſe* of the ſaid Sir *H. A.* the ſon, his heirs and aſſigns for ever: *And as for and concerning* the ſaid manor or lordſhip of *C.* and the ſaid, &c. ſituate, &c. in the ſaid county of *S.* immediately from and after failure of iſſue male of the ſaid marriage, *Subject* to the raiſing and payment of the ſaid yearly rent of 500*l.* to the ſaid dame *R. M. A.* for her life as aforeſaid,) *To the uſe* of the ſaid Sir *H. A.* the ſon, and of the heirs male of his body; and in default of ſuch iſſue, *To the uſe* of *R. A.* gent. brother of the ſaid Sir *H. A.* the father, deceaſed, for his life, without impeachment of waſte; and from and after the determination of that eſtate, *To the uſe* of the ſaid Sir *G. B.* and *R. P.* and their heirs, during the life of the ſaid Sir *R. A. In truſt* to preſerve the contingent remainders thereof herein after limited from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall be or require: Yet neverthelefs, to permit and ſuffer the ſaid *R. A.* to receive and take the rents and profits thereof during his life, to his own uſe and benefit; and from and after the death of the ſaid *R. A. To the uſe* of the firſt ſon of the body of the ſaid *R. A.* lawfully begotten or to be begotten, and of the heirs male of the body of ſuch firſt ſon lawfully iſſuing: *And* in default of ſuch iſſue, *To the uſe* of the ſecond, &c. ſons of the body of the ſaid *R. A.* lawfully, &c. either born in his life-time or after his deceaſe, ſeverally and ſucceſſively, and in remainder one after another, as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his body iſſuing, being always to be preferred and to take before a younger of them and the heirs male of his body iſſuing; and in default of ſuch iſſue, *To the uſe* of *R. A.* gent. another brother of the ſaid Sir *H. A* the father, deceaſed, for his life, without impeachment of waſte; and from and after the determination of that eſtate, *To the uſe* of the ſaid Sir *G. B.* and *R. P.* and their heirs, during the life of the ſaid *R. A. In truſt* to preſerve the contingent remainders thereof, herein after limited, from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall be or require; *Yet neverthelefs*, to permit and ſuffer the ſaid *R. A.* to receive and take the rents and profits thereof during his life, to his own uſe and benefit; and from and immediately after the death of the ſaid *R. A. To the uſe* of the firſt ſon of the body of the ſaid *R. A.* lawfully, &c. and in default of ſuch iſſue, *To the uſe* of the ſecond, &c. ſons of the body of the ſaid Sir *R. A.* lawfully, &c. either born

To the uſe of the firſt, &c. ſon, &c. in tail male, and in default of ſuch iſſue, as to premiſſes in *B.* and *N.* to the uſe of the ſaid Sir *H. A.* and his heirs.

And as to ſaid manor of *C* and premiſſes in *S.* after failure of iſſue male of ſaid marriage, (ſubject, &c.) to the uſe of Sir *H. A.* and the heirs male of his body; remainder, &c.

Remainder to the firſt and every other ſon and ſons of ſaid *R. A.* in tail male ſucceſſively.

Remainder to Sir *H. A.* the ſon and his heirs.

born in his life-time or after his deceaſe, ſeverally and ſucceſſively, and in remainder one after another, as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons, lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his body iſſuing, being always to be preferred and to take before a younger of them, and the heirs male of his body iſſuing; *And* in default of ſuch iſſue, *To the uſe* of the ſaid Sir *H. A.* the ſon, and of his heirs and aſſigns for ever: *And as for and concerning* all the aforeſaid excepted lands, tenements and hereditaments, ſituate, lying and being in *N. P.* and *T.* aforeſaid, herein above for that purpoſe particularly mentioned and excepted, with their and every of their appurtenances, immediately from and after the deceaſe of the ſaid Sir *H. A.* the ſon, *To the uſe* of the ſaid *T. E.* and *P. R.* their executors, &c. for and during the term of 600 years, without impeachment of wäſte; *Upon* the truſts, and to and for the intents and purpoſes, and ſubject to the proviſoes herein after mentioned and expreſſed of and concerning the ſame term of 600 years; and from and after the end, expiration, or other ſooner determination of the ſaid term of 600 years, and in the mean time ſubject thereunto, *To the uſe and behoof* of ſuch child or children of the body of the ſaid Sir *H. A.* (the ſon) on the body of any other woman or women whom he ſhall take to wife after the deceaſe of the ſaid dame *P.* his now wife, lawfully to be begotten, for ſuch eſtate and eſtates, and in ſuch parts and proportions, and with and under ſuch powers, reſtrictions, limitations and agreements, and in ſuch manner and form as he the ſaid Sir *H. A.* (the ſon) ſhall at any time during his life, by any deed or deeds, writing or writings, under his hand and ſeal, to be by him ſealed and delivered in the preſence of two or more credible witneſſes, or by his laſt will and teſtament in writing, to be in like manner atteſted, declare, limit or appoint; and in default of ſuch declaration, limitation or appointment, and until ſuch declaration, limitation or appointment ſhall be made, and until ſuch eſtate and eſtates ſo declared, limited or appointed, ſhall reſpectively commence and take effect, and as ſuch eſtate or eſtates ſo declared, limited or appointed, ſhall reſpectively end and determine, and as to ſuch parts thereof whereof no ſuch declaration, limitation or appointment ſhall be made, *To the uſe* of the firſt and every other ſon and ſons of the body of the ſaid Sir *H. A.* (the ſon) on the body of any other woman or women whom he ſhall take to wife after the deceaſe of the ſaid dame *P.* his now wife, lawfully to be begotten, either born in his life-time or after his deceaſe, ſeverally and ſucceſſively, and in remainder one after another, as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his body iſſuing, being always to be preferred and to take before a younger of them, and the heirs male of his body iſſuing; and for default of ſuch iſſue, *To the uſe and behoof* of the firſt ſon of the ſaid Sir *H. A* (the ſon) on the body of the ſaid dame *P.* his wife begotten or to be begotten, and of the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and for default of ſuch iſſue, *To the uſe and behoof* of the ſecond ſon of the ſaid Sir *H. A*, (the ſon) on [redacted] body of the ſaid dame *P.* his wife begotten or to be begotten, and [redacted]irs male of the body of ſuch ſecond ſon lawfully iſſuing; and for

Remainder to ſuch child or children of Sir *H* the ſon, by any other wife after the death of dame *P.* for ſuch eſtate and eſtates as he ſhall appoint.

And in default of appointment, to the uſe of the firſt and every other ſon and ſons of Sir *H.* the ſon, by any other wife, ſucceſſively in tail male.

Remainder to the firſt and every other ſon and ſons of Sir *H.* the ſon, by dame [redacted]

An Act to ſettle the eſtate of Sir H. A. *Bart. according to the Intention of Articles made before his Marriage with Dame* P. *his Wife, Daughter of Sir* J. S. *Bart.*

WHEREAS, &c. *(Recital that* per *Sir* H. A. *the father's ſettlement, dated* October 2, &c. *Sir* H. A. *the ſon is become tenant in tail of manors of* T. *and other lands in* B. *and of manors of* C. *in* S. *ſubject as to* S. *premiſſes to* 590*l.* per annum, *rent-charge to dame* R. M. A. *the mother for her life, and ſubject to a term for three hundred years, for raiſing* 6000*l. to* R. M. A. *the infant ſiſter, out of the* B. *eſtate, payable to her at* 21 *or marriage.) And whereas* by articles of agreement, made, &c. the 28th day of *October*, &c. between the ſaid dame *M. R. A.* widow, relict, ſole executrix and ſole ſurviving truſtee of the laſt will and teſtament of her late huſband, the ſaid Sir *H. A.* deceaſed, and the ſaid Sir *H. A.* the ſon, of the one part, and Sir *J. S.* of, &c. bart. and dame *P. A.* now wife of the ſaid Sir *H. A.* the ſon and daughter of the ſaid Sir *J. S.* of the other part; *reciting* the marriage then intended, and which has been ſince had and ſolemnized between the ſaid Sir *H. A.* the ſon and the ſaid dame *P.* his wife, and that the ſaid Sir *H. A.* the ſon, by reaſon of his infancy, was incapable to make a jointure, proviſion or ſettlement, upon or for the ſaid dame *P.* or the iſſue of the ſaid then intended marriage; *and likewiſe reciting* as or to the effect herein before recited: *And further reciting*, That *J. A.* gent. one of the uncles of the ſaid Sir *H. A.* the ſon, and to whom, by virtue of the ſaid indenture *quinquepartite* of releaſe, a remainder was limited of the premiſſes in the ſaid county of *S.* in default of iſſue male of the body of the ſaid Sir *H. A* the father deceaſed, was ſince dead, without iſſue of his body; *in conſideration* of the ſaid then intended marriage, it was thereby concluded and fully agreed, by and between the ſaid parties thereunto, that all and ſingular the ſaid manors, &c. therein and herein before mentioned, and of which the ſaid Sir *H. A.* the ſon was and is tenant in tail as aforeſaid, and every part and parcel thereof, with their and every of their rights, members and appurtenances, ſhould, with all convenient ſpeed, be ſettled and aſſured upon truſtees and their heirs, for that purpoſe to be named by the ſaid dame *R. M. A.* and Sir *J. S.* their reſpective executors and adminiſtrators, to ſuch uſes, upon ſuch truſts, and to and for ſuch intents and purpoſes, and ſubject to ſuch eſtates and powers, and with and under ſuch proviſoes, limitations and agreements as are therein after mentioned and expreſſed; and to ſuch effect for the benefit of the parties to the ſaid marriage-articles, and of the iſſue of the ſaid marriage, as are herein after enacted, according to the true intent and meaning of the ſaid parties to the ſaid articles, and for rendering the ſaid articles more effectual: *And whereas* in and by the ſaid articles, the ſaid dame *R. M. A.* and Sir *J. S.* did covenant with each other, that they would uſe their utmoſt endeavours for the procuring an act of parliament the then next ſeſſions of parliament, for the ſettling and aſſuring of all the ſaid manors, hereditaments and premiſſes, to and upon the ſeveral uſes, truſts, intents and purpoſes, and ſubject to the ſeveral proviſoes, powers and agreements therein agreed, mentioned and expreſſed of and concerning the ſame premiſſes reſpectively, as by the ſaid articles of agreement (relation being thereunto had) may appear;

Recital that *per* articles, 28 *October* laſt, made on marriage of Sir *H. A.* the ſon with *P.* daughter of Sir *J. T.* That Sir *H. A.* the ſon, by reaſon of infancy, is incapable of making a ſettlement.

It was agreed *per* articles, that all the manors and land ſhould be veſted in truſtees to the uſes in the articles.

And *R. M. A.* and Sir *J. S.* covenanted to procure an act for ſettling premiſſes.

Power of leasing the *S.* estate for 51 years, at the most improved rents.

counterparts of such lease and leases: *And whereas* part of the said premisses in the said manor of *C.* may be greatly improved by building thereupon, if proper encouragement be given for that purpose; *It is therefore hereby further enacted and provided*, that it shall and may be lawful to and for the said Sir *H. A.* (the son) during his infancy, by and with the consent of the said dame *R. M. A.* and Sir *J. S.* or the survivor of them, or at any time after he shall attain his full age of 21 years without such consent, to demise, lease and to farm let, all or any part or parts of the said manor and premisses in the said county of *S.* to any person or persons for any term or number of years not exceeding 51 years to commence in possession, or within one year next after the making any such lease, but not in reversion or remainder after any longer time than one year next after the making thereof as aforesaid, without taking any fine, premium or fore-gift, for or in respect of such lease or leases; so as upon every such lease there be reserved and made payable during the continuance of the same, the most and best improved yearly rent that can be then reasonably had for the premisses, or any part thereof that shall be so leased or demised to such person or persons, to whom the immediate reversion or remainder of so much and such part of the premisses as shall be so demised or leased, shall from time to time belong or appertain, according to the tenor and true meaning of this act; and so as none of the said leases be made dispunishable of waste by any express words in such leases to be contained; and so as there be contained in every such lease a clause of re-entry for non payment of the rent or rents thereby to be reserved, and usual and reasonable covenants and so as the lessee and lessees, to whom the said leases shall be made aforesaid, seal and deliver counterparts of such lease and leases. *And it is hereby declared and enacted*, that the said term and estate for 500 years herein before limited to the said *T. E.* and *P. R.* their executors, &c. as aforesaid, is so to them limited, *Upon trust*, that in case there shall be any son of the said Sir *H. A.* (the son) on the body of the said dame *P.* his wife begotten or to be begotten, who shall for the time being after the death of the said Sir *H. A.* (the son) be heir male of the body of the said Sir *H. A.* (the son) and also one or more other child or children, male or female, of the said Sir *H. A.* (the son) by the said dame *P.* his wife, either born in his life-time or after his decease, then the said *T. E.* and *P. R.* or the survivor of them, his executors, administrators or assigns, shall and do, after the decease of the said Sir *H. A.* (the son) by sale or mortgage of the said manor, hereditaments and premisses comprised in the said term of 500 years, or of a competent part thereof, for all or any part of the said term of 500 years, or by and out of the rents, &c. thereof, or by all or any the ways or means aforesaid, raise and levy such sum and sums of money for the portion and portions and maintenance of all and every the daughters and younger sons of the said Sir *H. A.* (the son) by the said dame *P.* his wife, in case of issue male between them living, (as is herein after mentioned) that is to say, in case there shall be but one such daughter or younger son, then such daughter or younger son shall have the sum of 5000*l.* to lawful, &c. for his or her portion; and in case there shall be two or more such younger children, daughter or daughters, and not exceeding in all five in number, then such two or more such younger children daughter or daughters, not exceeding five in number as aforesaid, shall

The trust of the 500 years is for the raising of portions and maintenances and education for younger children, in case there be an heir male of the marriage.

have

have the ſum of 5000*l.* of like money for their portions, to be equally divided between and amongſt them, ſhare and ſhare alike; *And* in caſe there ſhall be ſix or more ſuch younger children, daughter or daughters, then ſuch ſix or more younger children ſhall have the ſum of 1000*l.* a-piece of like money for their portions; the portion or portions of ſuch of them as ſhall be a ſon or ſons, to be paid to him or them at his or their reſpective age or ages of 21 years, and the portion or portions of ſuch of them as ſhall be a daughter or daughters, to be paid to her or them at her or their reſpective age or ages of 18 years or day or days of her or their reſpective marriages, which ſhall firſt and next happen after the death of the ſaid Sir *H. A.* (the ſon) or ſooner, if he the ſaid Sir *H. A.* (the ſon) ſhall by any writing or writings under his hand and ſeal direct or appoint the ſame to be ſooner paid, which it ſhall be lawful for him to do; and if any of the ſaid younger ſons ſhall attain their ſaid ages of 21 years, or any of the ſaid daughters ſhall attain their ſaid ages of 18 years, or be married in the life-time of the ſaid Sir *H. A.* (the ſon) then ſuch portion or portions ſhall be paid to ſuch daughter or daughters, younger ſon or younger ſons reſpectively, within ſix kalendar months next after the deceaſe of the ſaid Sir *H. A.* (the ſon), unleſs the ſaid Sir *H. A.* (the ſon) ſhall direct the ſame to be raiſed in his life time, which he may in his own life-time do, if he ſhall ſo pleaſe, for any daughter or younger ſon, if at that time the ſaid Sir *H. A.* (the ſon) ſhall have an heir or only ſon by the ſaid dame *P.* his wife, *And upon this further truſt*, that in the mean time from and after the deceaſe of the ſaid Sir *H. A.* (the ſon) until the reſpective portion or portions of ſuch daughter or daughters, and younger ſon or younger ſons of the ſaid Sir *H. A.* (the ſon) by the ſame dame *P.* his wife, in caſe of iſſue male between them, ſhall become payable; they the ſaid *T*, *E.* and *P. R* and the ſurvivor of them, his executors, &c. ſhall and do, out of the rents and profits of the ſame manor and premiſſes ſo herein before limited to them for the ſaid term of 500 years, raiſe, levy and pay to and for ſuch younger child or children, for his, her and their maintenance and education, ſo much money, yearly and in every year, as the intereſt of his, her or their ſaid portion or portions reſpectively ſhall amount unto, after the rate of 5*l. per cent. per ann.* ſuch intereſt or monies for maintenance and education to be paid to ſuch daughter and daughters, and younger ſon and ſons reſpectively, at or on the two moſt uſual feaſts, &c. and the firſt payment thereof to begin and be made at or on ſuch of the ſaid feaſts or days of payment as ſhall firſt and next happen after the deceaſe of the ſaid Sir *H. A.* the ſon. *And it is hereby further declared and enacted*, that the ſaid term and eſtate for 500 years herein before limited to the ſaid *T. E.* and *P. R.* their executors, &c. as aforeſaid, is ſo to them limited, *Upon this further truſt*, that in caſe the ſaid Sir *H. A.* (the ſon) ſhall happen to die without iſſue male of his body on the body of the ſaid dame *P.* his wife begotten, either born in his life-time or after his deceaſe; or there being ſuch iſſue male, all of them ſhall happen to die without iſſue male before any of them ſhall attain the age of 21 years, and there be iſſue one or more daughter or daughters of the ſaid Sir *H.* (the ſon) on the body of the ſaid dame *P.* his wife, at the time of ſuch failure of iſſue male as aforeſaid, or at any time afterwards, then the ſaid *T. E.* and *P. R.* and the ſurvivor of them, his executors, &c. ſhall and do by ſale or mortgage of the ſaid manor, hereditaments and premiſſes

The further truſt of the 500 years term is to raiſe portions and maintenances for daughters in default of iſſue male of the marriage.

shall be or require; *yet* nevertheless to permit and suffer the said Sir *H. A.* to receive and take the rents, issues and profits thereof, during his life, to his own use and benefit; and from and immediately after the death of the said Sir *H. A. Then as for and concerning all* that capital messuage, &c. of *T.* &c. in the county of *B.* aforesaid, *And also all that, &c. all* which said several lands, tenements, tithes and premisses last mentioned, are situate, lying, arising and being, in *N. P. C. L.* and *G.* some or one of them in the said county of *B.* and amount together to the yearly rent of 600*l.* together with all buildings, &c. (*Subject* to all necessary repairs and parliamentary taxes) *To the use* of the said dame *P. A.* and her assigns, for and during her life, for her jointure, and in full satisfaction, lieu and bar of all dower or thirds which she shall or may have or claim, of, in, unto or out of any manor, &c. whereof the said Sir *H. A.* her husband is, or at any time hereafter shall be seised of any estate of inheritance at any time during the coverture between him and the said dame *P.* his wife (the yearly value of which said dower or thirds would considerably exceed the yearly value of the said premisses hereby limited in use to the said dame *P.* for her jointure as aforesaid); *and* from and immediately after the deaths of the said Sir *H. A.* and dame *P.* his wife, and the decease of the survivor of them, *as* to the said capital messuage, &c. so limited unto the said dame *P.* for her life for her jointure as aforesaid; *And also as for and concerning* the said manor, &c. of *T.* and all and singular the premisses situate, &c. in the said counties of *B.* and *N.* which are not hereby limited in jointure to and for the said dame *P.* as aforesaid, (*Except* all those lands, &c. in *N. P.* and *T.* aforesaid or elsewhere, in the said county of *B.* next herein after particularly mentioned, (that is to say), &c. and all other appurtenances to the same excepted lands, tenements and hereditaments belonging or in any wise appertaining,) from and after the decease of the said Sir *H. A.* the son, *Subject* to the raising and payment of the said portion of 6000*l.* and interest, or maintenance to and for the said *R. M A.* as aforesaid, *to the use* of *T. E.* the younger, of, &c. esq; and *P. R.* of, &c. gent. their executors, &c. for and during the term of 500 years, without impeachment of waste, *upon* the trusts, and to and for the intents and purposes, *and subject* to the provisoes herein after mentioned and expressed, of and concerning the same term: *And* from and after the expiration or other sooner determination of the said term of 500 years, *as to all* the said manors, &c. comprized in the said term of 500 years, and subject thereunto, *And subject* to the said portion of 6000*l.* and interest, or maintenance to and for the said *R. M. A.* as aforesaid, *And also as for and concerning* the said manor, &c. of *C.* with the rights, &c. in the said county of *S.* from and immediately after the decease of the said Sir *H. A.* the son, *Subject* to the raising and payment of the said yearly rent or sum of 500*l. per annum* to the said dame *R. M. A.* for her life, as aforesaid, *To the use* of the first son of the said Sir *H. A.* the son, on the body of the said dame *P.* his wife begotten or to be begotten, and of the heirs male of the body of such first son lawfully issuing; and in default of such issue, *To the use* of the second son of the said Sir *H. A.* the son, on the body of the said dame *P.* his wife begotten or to be begotten, and of the heirs male of the body of such second son lawfully issuing; and in default of such issue, *To the use* of the third son of the said Sir *H. A.* the son, on the body of the said dame *P.* his wife to be begotten, and of the

After Sir *H.*'s death, as to the messuage, called, &c. of *T.* and several lands in *N. P. C. L.* and *G.* in county of *B.* of 600*l. per ann.* subject, &c to the use of dame *P. A.* for her life, for her jointure.

After deaths of Sir *H.* and dame *P.* as to her jointure, and the manor of *T.* in *B* and *N.* (except lands in *N. P.* and *T.*)

From death of Sir *H.* to the use of *E.* and *R.* for 500 years; after said 500 year, to, &c.

Manor of *C.* and premisses in *S* from the death of Sir *H. A.* subject &c.

the heirs male of the body of ſuch third ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe* of the fourth, &c. all and every other ſon and ſons of the ſaid Sir *H. A.* the ſon, on the body of the ſaid dame *P.* his wife to be begotten, either born in his life-time or after his deceaſe, ſeverally and ſucceſſively, and in remainder one after another, as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his body iſſuing, being always to be preferred and to take place before a younger of them, and the heirs male of his body *And* in default of ſuch iſſue, *As for and concerning* the ſaid manor, rectory, hereditaments, and all and ſingular other the premiſſes, ſituate, &c. in the ſaid counties of *B.* and *N.* (except as herein before is excepted) *To the uſe* of the ſaid Sir *H. A.* the ſon, his heirs and aſſigns for ever: *And as for and concerning* the ſaid manor or lordſhip of *C.* and the ſaid, &c. ſituate, &c. in the ſaid county of *S.* immediately from and after failure of iſſue male of the ſaid marriage, *Subject* to the raiſing and payment of the ſaid yearly rent of 500*l.* to the ſaid dame *R. M. A.* for her life as aforeſaid,) *To the uſe* of the ſaid Sir *H. A.* the ſon, and of the heirs male of his body; and in default of ſuch iſſue, *To the uſe* of *R. A.* gent. brother of the ſaid Sir *H. A.* the father, deceaſed, for his life, without impeachment of waſte; and from and after the determination of that eſtate, *To the uſe* of the ſaid Sir *G. B.* and *R. P.* and their heirs, during the life of the ſaid Sir *R. A. In truſt* to preſerve the contingent remainders thereof herein after limited from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall be or require: Yet nevertheleſs, to permit and ſuffer the ſaid *R. A.* to receive and take the rents and profits thereof during his life, to his own uſe and benefit; and from and after the death of the ſaid *R. A.* *To the uſe* of the firſt ſon of the body of the ſaid *R. A.* lawfully begotten or to be begotten, and of the heirs male of the body of ſuch firſt ſon lawfully iſſuing: *And* in default of ſuch iſſue, *To the uſe* of the ſecond, &c. ſons of the body of the ſaid *R. A.* lawfully, &c. either born in his life-time or after his deceaſe, ſeverally and ſucceſſively, and in remainder one after another, as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his body iſſuing, being always to be preferred and to take before a younger of them and the heirs male of his body iſſuing; and in default of ſuch iſſue, *To the uſe* of *R. A.* gent. another brother of the ſaid Sir *H. A* the father, deceaſed, for his life, without impeachment of waſte; and from and after the determination of that eſtate, *To the uſe* of the ſaid Sir *G. B.* and *R. P.* and their heirs, during the life of the ſaid *R. A. In truſt* to preſerve the contingent remainders thereof, herein after limited, from being defeated or deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall be or require; *Yet nevertheleſs*, to permit and ſuffer the ſaid *R. A* to receive and take the rents and profits thereof during his life, to his own uſe and benefit; and from and immediately after the death of the ſaid *R. A* *To the uſe* of the firſt ſon of the body of the ſaid *R. A.* lawfully, &c. and in default of ſuch iſſue, *To the uſe* of the ſecond, &c. ſons of the body of the ſaid Sir *R. A.* lawfully, &c. either born

To the uſe of the firſt, &c. ſon, &c. in tail male, and in default of ſuch iſſue, as to premiſſes in *B.* and *N.* to the uſe of the ſaid Sir *H. A.* and his heirs.

And as to ſaid manor of *C* and premiſſes in *S.* after failure of iſſue male of ſaid marriage, (ſubject, &c.) to the uſe of Sir *H. A.* and the heirs male of his body; remainder, &c.

Remainder to the firſt and every other ſon and ſons of ſaid *R. A.* in tail male ſucceſſively.

Remainder to Sir *H. A.* the ſon and his heirs.
As to the ſaid excepted lands, from the deceaſe of ſaid Sir *H. A.* the ſon, to *E.* and *R.* for 600 years *ſans* waſte, upon the truſts after mentioned.

born in his life-time or after his deceaſe, ſeverally and ſucceſſively, and in remainder one after another, as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons, lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his body iſſuing, being always to be preferred and to take before a younger of them, and the heirs male of his body iſſuing; *And* in default of ſuch iſſue, *To the uſe* of the ſaid Sir *H. A.* the ſon, and of his heirs and aſſigns for ever: *And as for and concerning* all the aforeſaid excepted lands, tenements and hereditaments, ſituate, lying and being in *N. P.* and *T.* aforeſaid, herein above for that purpoſe particularly mentioned and excepted, with their and every of their appurtenances, immediately from and after the deceaſe of the ſaid Sir *H. A.* the ſon, *To the uſe* of the ſaid *T. E.* and *P. R.* their executors, &c. for and during the term of 600 years, without impeachment of waſte; *Upon* the truſts, and to and for the intents and purpoſes, and ſubject to the proviſoes herein after mentioned and expreſſed of and concerning the ſame term of 600 years; and from and after the end, expiration, or other ſooner determination of the ſaid term of 600 years, and in the mean time ſubject thereunto, *To the uſe and behoof* of ſuch child or children of the body of the ſaid Sir *H. A.* (the ſon) on the body of any other woman or women whom he ſhall take to wife after the deceaſe of the ſaid dame *P.* his now wife, lawfully to be begotten, for ſuch eſtate and eſtates, and in ſuch parts and proportions, and with and under ſuch powers, reſtrictions, limitations and agreements, and in ſuch manner and form as he the ſaid Sir *H. A.* (the ſon) ſhall at any time during his life, by any deed or deeds, writing or writings, under his hand and ſeal, to be by him ſealed and delivered in the preſence of two or more credible witneſſes, or by his laſt will and teſtament in writing, to be in like manner atteſted, declare, limit or appoint; and in default of ſuch declaration, limitation or appointment, and until ſuch declaration, limitation or appointment ſhall be made, and until ſuch eſtate and eſtates ſo declared, limited or appointed, ſhall reſpectively commence and take effect, and as ſuch eſtate or eſtates ſo declared, limited or appointed, ſhall reſpectively end and determine, and as to ſuch parts thereof whereof no ſuch declaration, limitation or appointment ſhall be made, *To the uſe* of the firſt and every other ſon and ſons of the body of the ſaid Sir *H. A.* (the ſon) on the body of any other woman or women whom he ſhall take to wife after the deceaſe of the ſaid dame *P.* his now wife, lawfully to be begotten, either born in his life-time or after his deceaſe, ſeverally and ſucceſſively, and in remainder one after another, as they and every of them ſhall be in priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing; every elder of ſuch ſon and ſons, and the heirs male of his body iſſuing, being always to be preferred and to take before a younger of them, and the heirs male of his body iſſuing; and for default of ſuch iſſue, *To the uſe and behoof* of the firſt ſon of the ſaid Sir *H. A* (the ſon) on the body of the ſaid dame *P.* his wife begotten or to be begotten, and of the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and for default of ſuch iſſue, *To the uſe and behoof* of the ſecond ſon of the ſaid Sir *H. A*, (the ſon) on the body of the ſaid dame *P.* his wife begotten or to be begotten, and of the heirs male of the body of ſuch ſecond ſon lawfully iſſuing; and

Remainder to ſuch child or children of Sir *H* the ſon, by any other wife after the death of dame *P.* for ſuch eſtate and eſtates as he ſhall appoint.
And in default of appointment, to the uſe of the firſt and every other ſon and ſons of Sir *H.* the ſon, by any other wife, ſucceſſively in tail male.

Remainder to the firſt and every other ſon and ſons of Sir *H.* the ſon, by dame *P.* ſucceſſively in tail male.

for

t behalf before mentioned have been raiſed, or levied, or otherwiſe; t then, and in any of the ſaid caſes ſo happening, and all and every e truſts herein before declared of the ſaid term of 500 years, being ll fully executed and performed, the ſaid terms of 500 years and 600 ars, of and in the ſaid premiſſes therein reſpectively comprized, or of d in ſo much thereof as ſhall remain unſold or undiſpoſed of, for the rpoſes aforeſaid, ſhall ceaſe and be void for the benefit of the perſon erſons next in reverſion or remainder of the ſame premiſſes, imme- ly expectant upon the determination of the ſame reſpective terms. *vided alſo further, and it is hereby declared and enacted,* That in caſe ſaid Sir *H. A.* the ſon, ſhall attain his full age of 21 years, and af- rards in due form of law ſuffer one good and perfect common reco- of the ſaid manor of *C.* hereditaments and premiſſes in the ſaid nty of *S.* and declare the uſe thereof, or of a competent part there- immediately expectant upon his own death, *To the uſe* of the ſaid *E.* and *P. R.* their executors, &c. for the term of 700 years, with- impeachment of waſte, (but ſubject to the payment of the ſaid ly rent of 500*l.* to and for the ſaid dame *R. M. A.* for her life as ſaid) *Upon truſt* for the better and more effectual ſecuring the raiſ- and payment of the ſaid portions and maintenances for the ſaid ghters and younger ſons by the ſaid marriage in caſe of iſſue male eof, or for the daughters of the ſame marriage in caſe of failure of male thereof as aforeſaid, if the ſaid hereditaments and premiſſes rized in the ſaid term of 500 years ſhall prove deficient for that ſe, in ſuch and the ſame manner as the truſts of the ſaid term of years are hereby before declared, concerning the raiſing and pay- t of the ſaid portions and maintenances; that then, and in ſuch caſe, not otherwiſe, the ſaid term and eſtate for 600 years, herein before ted in uſe unto the ſaid *T. E.* and *P. R.* their executors, &c. as eſaid, ſhall ceaſe, determine, and be utterly void; any thing, &c. withſtanding. *Provided always, &c.* [*The uſual ſaving clauſe for truſtees not to be chargeable for each other.*] *Provided alſo, &c.* [*The l clauſe for the truſtees to deduct their charges.*] *Provided alſo further,* t nothing in this act contained ſhall prejudice, leſſen or defeat the ture of the ſaid dame *R. M. A.* or the truſts declared of the ſaid m of 500 years, for raiſing the ſaid portion and intereſt, or mainte- ce for the ſaid *R. M. A.* the infant: *Saving* to the king, &c. and the ſaid dame *R. M. A.* for and in reſpect of her ſaid jointure for life only, and not otherwiſe, and to the ſaid *R. M. A.* for and in ect of her ſaid portion and intereſt, or maintenance provided for her the truſts of the ſaid term of 300 years only, and not otherwiſe; to all and every other perſon, &c. their reſpective heirs, ſucceſſors adminiſtrators, (other than the ſaid Sir *H. A.* the ſon, and the n male of his body, and his and their ſeveral heirs, and the heirs of ſaid Sir *H. A.* deceaſed,) all ſuch right, &c.

the ſaid terms to ceaſe, and

in caſe Sir *H. A.* the ſon, attain 21 years. and ſuffer a recovery of the premiſſes in *S.* and declare the uſe thereof to *E.* and *R.* for 700 years, *ſans* waſte, (but ſubject to ſaid lady *R. M. A.'s* 500*l. per ann.* for her life,) in truſt for better ſecuring the raiſing and payment of the portions and maintenances for the daughters and younger ſons of the marriage, then the ſaid 600 years of the excepted lands to be void.

An

An Act for veſting the Real and Perſonal Eſtates of R. H. *Eſq; in T tees for making ſome Proviſion for his Wife and Family; and for be ſecuring the Debt due from him to the Crown.*

Recital of marriage-ſettlement.

WHEREAS by indentures of leaſe and releaſe, bearing date ſpectively, &c. the ſaid indenture of releaſe being *quinque tite*, and made, &c. between the honourable *L. H.* widow, relict of *H.* then late of *G. H.* in the county of *B.* eſq; deceaſed, and *R. H G. H.* aforeſaid, eſq; grandſon and heir of the ſaid *R. H.* deceaſed, *L.* his wife, (which ſaid *I.* is one of the daughters of Sir *W. E.* of in the county of *L.* bart.) of the firſt part, the ſaid Sir *W. E.* of ſecond part, the honourable *H. P.* eſq; now earl of *U.* then ſon heir apparent of the right honourable *W.* lord *P.* baron of *B.* in county of *S.* and *P. F.* of *P.* in the ſaid county of *S.* eſq; of the t part, Sir *T. B.* knight, then one of the barons of the court of *Ex quer* at *Weſtminſter*, afterwards lord chief baron of the ſame court, ſince deceaſed, and *R. E.* eſq; (eldeſt ſon and heir apparent of ſaid Sir *W. E.*) of the fourth part, and *R. N.* of *B.* in the county *B.* eſq; of the fifth part, in conſideration of a marriage then had ſolemnized between the ſaid *R. H.* party to the ſaid indenture and ſaid *I.* his then wife, and of the ſum of 10,000*l.* of, &c. to the ſaid *H.* party thereto, in hand paid by the ſaid Sir *W. E.* for the marri portion of the ſaid *I.* and as a conſideration for the ſettlement the made, and for other conſiderations therein mentioned, they the ſaid *H.* and *R. H.* (party to the ſaid indenture) did grant and convey the ſaid *H. P.* and *P. F.* and their heirs, all that, &c. houſes, &c. all other the manors, &c. of them the ſaid *L. H.* and *R. H.* (party the ſaid indenture) or either of them, or of any other perſon or per in truſt for them or either of them, ſituate, &c. or elſewhere in the county of *B.*

Habendum.

To hold unto the ſaid *H. P.* and *P. F.* and their he to the ſeveral uſes, upon the truſts, and under the proviſoes and ag ments therein and herein after mentioned, (that is to ſay) *as for concerning all* that farm, and all thoſe lands thereunto belonging, their and every of their appurtenances, then in the tenure of *E. B.* his aſſigns, at and under the yearly rent of 122*l.* 10*s.* or thereabo all that farm, &c. to the uſe of the ſaid *L. H.* for her life; *and as and concerning all* that meadow-ground in *G. H.* aforeſaid, called *B.* and the little meadow thereto adjoining, and all that meſſuage, thoſe lands, with their appurtenances in *H.* aforeſaid, &c. to the uſe the ſaid *R. N.* his executors, adminiſtrators and aſſigns, from the next before the day of the date of the ſaid indenture, for and during term of 500 years, without impeachment of waſte, *upon the truſts* th in and herein after mentioned concerning the ſame; *and as for concerning all* the reſidue and remainder of the ſaid manor of *G. H.* the rights, royalties, members and appurtenances thereof (other t and except the ſaid capital meſſuage or manſion-houſe, of *G. H.* the appurtenances thereof, and the park to the ſame belonging.) *as for and concerning all* and every the woods, &c. of or belonging to ſaid manor of *G. H.* and all and every the ſaid woods, &c. aforeſaid, in any or either of them, to the uſe of the ſaid *L. H.* and Sir *W.* their executors, adminiſtrators, and aſſigns, from the day next be

The parcels to *L. M.* the mother for life.

Parcels limited to *R. N.* for 500 years.

The parcels limited to *I. H.* and Sir *W. H.* for 99 years.

the day of the date thereof, for and during the term of 99 years, without impeachment of waſte, *upon the truſts* therein and herein after mentioned concerning the ſame; *and as for and concerning all* other the premiſſes whereof no uſe was therein before declared; *and alſo as for and concerning all* and every the ſaid premiſſes ſo limited in uſe to the ſaid *L. H.* for life, and to the ſaid *R. N.* for 500 years, and to the ſaid *L. H.* and Sir *W. E.* for 99 years, from and after the end or other ſooner determination of the ſaid ſeveral eſtates and terms, and as they ſhould ſeverally end and determine, to the uſe of the ſaid *R. H.* (party thereto) for his life, without impeachment of waſte, (except voluntary waſte in pulling down houſes, unleſs for the rebuilding the ſame,) *And* after the determination of that eſtate, *to the uſe* of the ſaid *T. B.* and *R. E.* and their heirs, during the life of the ſaid *R. H.* *upon truſt* to preſerve the contingent remainders therein after limited; *and after his deceaſe, then as for and concerning all* and every the ſaid meſſuages, tenements, farm-lands and hereditaments ſo limited in uſe to her the ſaid *L. H.* for her life, immediately from and after the deceaſe of her the ſaid *L.* and in the mean while ſubject to her ſaid eſtate for life therein; *and as to, for and concerning all* thoſe the aforeſaid grounds called *C. D.* &c. *to the uſe* of the ſaid *I. H.* for her life for her jointure, and in bar of her dower; *and for and concerning all* and ſingular the ſaid manors and premiſſes (except the ſaid manſion-houſe and park) from and after the determination of the ſeveral terms and eſtates therein, and as the ſame ſhould reſpectively end and determine, *to the uſe* of the ſaid *H. P.* and *P. F.* their executors, adminiſtrators and aſſigns, for and during the term of 1000 years, to be computed from the death of the ſaid *R. H.* without impeachment of waſte, *upon the truſts* therein and herein after mentioned concerning the ſame; *and as for and concerning all* and every the ſaid capital meſſuage or manſion-houſe, park, manors, advowſons, hereditaments and premiſſes after the ſeveral determinations of the ſaid ſeveral eſtates thereof reſpectively limited as aforeſaid, and as the ſame ſhould reſpectively end and determine, to the uſe of the firſt and other ſon and ſons of the ſaid *R. H.* party thereto, on the body of the ſaid *I. H.* begotten or to be begotten in tail male ſucceſſively, with remainder to the ſaid *R. H.* be party to the ſaid indenture) his heirs and aſſigns for ever; *and as touching the ſaid term of* 500 *years*, by the ſaid recited indenture *quinquepartite*, limited in uſe to the ſaid *R. N.* as aforeſaid, it was thereby declared and agreed, that the ſame was ſo limited to him, *upon truſt* that it ſhould be lawful for him by deed indented to leaſe or mortgage (at the requeſt of the ſaid *R. H.* party thereto,) the ſaid premiſſes ſo limited to him the ſaid *R. N.* for the advancing and raiſing any ſum or ſums of money not exceeding in the whole the ſum of 2000*l.* unto and for the ſaid *R. H.* and for ſecuring the payment thereof, with intereſt to the perſon who ſhould advance the ſame, of which 2000*l.* no more than the ſum of 1000*l.* was to be raiſed without the ſaid liking of the ſaid Sir *W. E.* his executors or adminiſtrators; and *upon further truſt*, that the ſaid term of 500 years, until the 2000*l.* or ſome part thereof ſhould be raiſed, and after the ſame ſhould be raiſed, then the reſidue of the ſaid term, and the equity of redemption thereof, ſhould attend and wait upon the reverſion or remainder for the time being, expectant upon the determination of the

Parcels limited to *R. H.* for life.

Remainder to truſtees to preſerve contingent uſes, &c.

Jointure. Premiſſes.

A term of 1000 years, as to the whole (except, &c.) upon the truſts hereafter mentioned.

Capital meſſuage, &c. to firſt and other ſons, &c.

Declaration as to the 500 years term, to raiſe 2000*l.* for the huſband, &c.

ſame

premiſſes compriſed in the ſame term of 500 years, or of any part thereof, for all or any part of the ſame term of 500 years, or by and out of the rents, iſſues and profits thereof, in the mean time until ſuch ſale or mortgage can be made, or by all or any the ways and means aforeſaid, raiſe and levy from and after the deceaſe of the ſaid Sir *H. A.* (the ſon) and failure of iſſue male of his body on the body of the ſaid dame *P.* his wife begotten, ſuch ſum and ſums of money for the portion and portions, and maintenance, of all and every ſuch daughter and daughters as is herein after mentioned; (that is to ſay) in caſe there ſhall be but one ſuch daughter, then ſuch daughter ſhall have the ſum of 5000*l.* of, &c. for her portion; and in caſe there ſhall be two or more ſuch daughters, not exceeding five in number, then ſuch two or more daughters, not exceeding five in number, ſhall have the ſum of 5000*l.* of like money for their portions, to be equally divided between and amongſt them, ſhare and ſhare alike; and in caſe there ſhall be ſix or more ſuch daughters, then ſuch ſix or more daughters ſhall have the ſum of 1000*l.* apiece of like money for their portions; the ſame portion or portions to be paid unto ſuch daughter and daughters reſpectively, at her or their reſpective age or ages of 18 years, or day or days of her or their reſpective marriages, which ſhall firſt happen after the deceaſe of the ſaid Sir *H. A.* the ſon, and failure of iſſue male of his body by the ſaid dame *P* his wife as aforeſaid, or ſooner, if the ſaid Sir *H. A.* the ſon, ſhall by any writing under his hand ſo direct or appoint, which it ſhall be lawful for him to do; and if any of the ſaid daughters ſhall attain her or their reſpective age or ages of 18 years, or be married in the life-time of the ſaid Sir *H. A.* the ſon, then the portion or portions of ſuch daughter or daughters ſo attaining the age of 18 years, or marrying in the life-time of the ſaid Sir *H. A.* the ſon, ſhall be paid to ſuch daughter or daughters reſpectively, within ſix kalendar months next after the deceaſe of the ſaid Sir *H. A.* the ſon, unleſs the ſaid Sir *H. A.* the ſon, ſhall direct the ſame to be raiſed and paid in his life-time, which he may do if he ſhall ſo pleaſe: *And upon this further truſt*, that they the ſaid *T. E.* and *P. R.* their executors, &c. ſhall and do, by and out of the rents, &c. of the ſaid manors, &c. ſo limited in uſe to them for the ſaid term of 500 years, from and after the deceaſe of the ſaid Sir *H. A.* the ſon, and failure of iſſue male of his body by the ſaid dame *P.* his wife, in the mean time, and until ſuch portion or portions of the ſaid daughter or daughters ſhall become payable as aforeſaid, raiſe, levy and pay to and for ſuch daughter and daughters, for her and their maintenance and education, ſo much money yearly and every year, as the intereſt of her or their ſaid portion or portions reſpectively ſhall amount unto, after the rate of 5*l. per centum per annum*; ſuch intereſt or monies for maintenance and education, to be paid to ſuch daughter and daughters reſpectively, at or on the two moſt uſual feaſts, &c. and the firſt payment thereof to begin and be made at or on ſuch of the ſaid feaſts or days of payment, as ſhall firſt and next happen after the deceaſe of the ſaid Sir *H. A.* the ſon, and failure of iſſue male of his body, by the ſaid dame *P.* his wife. *Provided always, and it is hereby further declared and enacted*, that in caſe any of the ſaid daughters and younger ſons by the ſaid marriage, in caſe there ſhall be iſſue male thereof, or any of the daughters of the ſame marriage, in caſe of failure of iſſue male thereof, ſhall happen to die before his, her or their portion or portions ſhall become payable

Proviſo, in caſe of any death of younger ſons or daughters.

respectively by virtue of the truſts of the ſaid term of 500 years, the portion or portions of him, her or them ſo dying, ſhall go and paid unto and be equally divided amongſt the ſurvivors or ſurvivor of , when his, her or their original portion or portions ſhall become ble by virtue of this act, ſo as no one daughter or younger ſon, in of iſſue male of the ſaid marriage, nor any one daughter of the ſame ge, in caſe of failure of iſſue male thereof, ſhall have above the 5000*l.* for his or her portion, by virtue of the ſaid truſts of the term of 500 years. *Provided alſo, and it is hereby further declared* Proviſo, in caſe of ſuch children's death after portions due and unpaid. *ed*, That in caſe all the ſaid daughters and younger children, ſhall be intitled to any portions or ſums of money by virtue of the hereby declared of the ſaid term of 500 years, ſhall happen to die e any of their ſaid portions ſhall become payable by virtue of this then the ſaid ſum and ſums of money hereby appointed to be raiſed the portions of ſuch daughters and younger ſons, in caſe of iſſue thereof, or of ſuch daughters of the ſame marriage in caſe of fai- of iſſue male thereof, as aforeſaid, or ſo much thereof reſpectively ll not be then raiſed, ſhall not be raiſed, but ſhall ſink, for the be- of ſuch perſon or perſons as ſhall for the time being be next in rever- or remainder of the ſame premiſſes expectant upon the determina- of the ſaid term of 500 years; and then alſo ſuch ſum or ſums of , as ſhall be then raiſed for or towards ſuch portion or portions, e paid unto the ſame perſon or perſons next in reverſion or remain- the ſame premiſſes aforeſaid. *Provided likewiſe, and it is hereby* No ſale or mortgage to be of ſaid term, before ſome of the portions become payable and the death of Sir *H. A.* *d*, That no ſuch ſale or mortgage as aforeſaid, ſhall be made by the *T. E.* and *P. R.* their executors, &c. of the ſaid manor, &c. here- ore limited in uſe unto them for the ſaid term of 500 years as afore- or any part thereof, until ſome or one of the ſaid portions herein e appointed to be raiſed by the truſts of the ſame term, ſhall become le by virtue of this act, nor until after the deceaſe of the ſaid Sir . the ſon, unleſs he the ſame Sir *H. A.* by writing under his hand nt to the ſame. *Provided alſo, and it is hereby further declared,* Proviſo, in caſe Sir *H. A.* advances portions in his life-time, &c. n caſe the ſaid Sir *H. A.* the ſon, ſhall in his life-time give to any e ſaid children ſo to be intitled to the ſaid portions hereby appoint- be raiſed by virtue of the truſts herein before declared of the ſaid of 500 years, any ſum or ſums of money for or towards his, her r advancement or preferment in marriage, or otherwiſe, or if by r the death of the ſaid Sir *H. A.* the ſon, there ſhall come unto ſcend upon the ſaid children, or any of them, any lands, &c of rom the ſame Sir *H. A.* then ſuch ſum or ſums of money, and the e of ſuch lands, tenements, and hereditaments to be ſold, ſhall be unted and deemed for and as part of the portion or portions hereby ided for ſuch children reſpectively as aforeſaid, unleſs the ſaid Sir *A.* the ſon, ſhall, by will or other writing under his hand declare the rary; then ſuch children ſhall have no more money raiſed and paid , her or their portion or portions hereby provided for him, her m as aforeſaid, than as together with ſuch ſum and ſums, or the of ſuch lands, &c. ſo given, or come unto, or deſcended upon her or them reſpectively, by or from the ſaid Sir *H. A.* the ſon, mount unto and make up the whole and full portion or portions y appointed and intended for him, her or them reſpectively, as id, unleſs the ſame Sir *H. A.* ſhall, by will or writing under his hand,

Proviſo, that the truſtees ſhall permit the perſons to whom the reverſion of ſaid term belongs to receive the rents, &c. until the money for portions, &c. become due.

hand, ſignify or declare the contrary, *Provided likewiſe, and it is hereby further declared*, That the ſaid manor, &c. herein before limited in truſt to the ſaid *T. E* and *P. R.* their executors, &c. for the ſaid term of 500 years, are ſo limited in uſe unto them, upon this further truſt, that they the ſaid *T. E.* and *P. R.* their executors, &c. ſhall and do permit and ſuffer ſuch perſon and perſons reſpectively, to whom the next and immediate reverſion and remainder of the ſame premiſſes expectant upon the determination of the ſaid term of 500 years, ſhall for the time being belong, to take and receive the rents, &c. of the ſame premiſſes comprized in the ſame term, until the ſum or ſums of money hereby appointed and provided for the portions, maintenance and education of the ſaid daughters and younger ſons of the ſaid marriage, in caſe of a male thereof, and of the daughters of the ſame marriage, in caſe of failure of iſſue male thereof, or ſome part thereof, ſhall grow due, and become payable; and afterwards to take and receive all the rents and profits of the ſame premiſſes, as are not hereby appointed or directed to be applied to the raiſing and payment of the ſaid ſums for daughters portions and maintenance, according to the true intent and meaning of this act: *And it is hereby declared and enacted*, That the ſaid term and eſtate for 600 years, herein before limited to the ſaid *T. E.* and *P. R.* their executors, &c. as aforeſaid, is ſo to them limited upon truſt, that in caſe the ſaid Sir *H. A.* the ſon, ſhall happen to depart this life in the life-time of the ſaid dame *P.* his wife; that then and in ſuch caſe, the ſaid manors, &c. comprized in the ſaid term of 500 years, ſhall be deficient for the raiſing and payment of the ſaid portions and maintenances for the ſaid daughters and younger ſons by the ſaid marriage, in caſe of iſſue male thereof, or for the daughters of the ſame marriage, in caſe of failure of ſuch iſſue thereof as aforeſaid; that then ſuch deficiency ſhall be made good by and out of the ſaid lands, &c. comprized in the ſaid term of 600 years, either by the rents and profits of the ſame premiſſes, comprized in the ſame term, or by leaſing or mortgaging or ſelling of the ſame, or any part thereof, at the election of the ſaid *T. E.* and *P. R.* or the ſurvivor, &c. and in the mean time, and until ſuch deficiency, if any ſhall happen, and after the ſaid portions and maintenances raiſed and ſatisfied, the rents and profits of the ſaid lands, &c. comprized in the ſaid term of 600 years, ſhall be had and received by ſuch perſon or perſons reſpectively, to whom the next and immediate reverſion and remainder of the ſame premiſſes expectant upon the determination of the ſaid term of 600 years, ſhall for the time being belong or appertain. *Provided always, and it is hereby further declared and enacted*, That in caſe at the time of the death of the ſaid Sir *H. A.* the ſon, there ſhall be no child or children living, or in *ventre ſa mere* of the ſame Sir *H. A.* on the body of the ſaid dame *P.* his wife begotten, that ſhall be intitled to any portion or portions, ſum or ſums of money hereby appointed to be raiſed by the truſts declared of the ſaid term of 500 years; or there being ſuch child or children, all of them ſhall happen to die before any of their ſaid portions hereby provided for them ſhall become payable; or in caſe all and every the ſaid portions and ſums of money hereby appointed to be raiſed by virtue of the truſts hereby declared of the ſaid term of 500 years, with ſuch maintenance as is hereby provided for ſuch ſaid children of the ſaid Sir *H. A.* the ſon, by the truſts of the ſame term, ſhall by the ways and means

The 600 years is on truſt to make good the portions and maintenances for the younger ſons and daughters of the marriage, in caſe the premiſſes comprized in the 500 years term ſhould prove deficient for the raiſing of the ſame.

Proviſo, in caſe of no children alive at Sir *H. A.*'s death,

behalf before mentioned have been raiſed, or levied, or otherwiſe; then, and in any of the ſaid caſes ſo happening, and all and every truſts herein before declared of the ſaid term of 500 years, being fully executed and performed, the ſaid terms of 500 years and 600 s, of and in the ſaid premiſſes therein reſpectively comprized, or of in ſo much thereof as ſhall remain unſold or undiſpoſed of, for the ſes aforeſaid, ſhall ceaſe and be void for the benefit of the perſon ſons next in reverſion or remainder of the ſame premiſſes, imme- expectant upon the determination of the ſame reſpective terms. *ided alſo further, and it is hereby declared and enacted*, That in caſe ſaid Sir *H. A.* the ſon, ſhall attain his full age of 21 years, and af- nds in due form of law ſuffer one good and perfect common reco- of the ſaid manor of *C.* hereditaments and premiſſes in the ſaid ty of *S.* and declare the uſe thereof, or of a competent part there- immediately expectant upon his own death, *To the uſe* of the ſaid and *P. R.* their executors, &c. for the term of 700 years, with- impeachment of waſte, (but ſubject to the payment of the ſaid rent of 500*l.* to and for the ſaid dame *R. M. A.* for her life as ſaid) *Upon truſt* for the better and more effectual ſecuring the raiſ- and payment of the ſaid portions and maintenances for the ſaid hters and younger ſons by the ſaid marriage in caſe of iſſue male , or for the daughters of the ſame marriage in caſe of failure of ale thereof as aforeſaid, if the ſaid hereditaments and premiſſes ed in the ſaid term of 500 years ſhall prove deficient for that e, in ſuch and the ſame manner as the truſts of the ſaid term of years are hereby before declared, concerning the raiſing and pay- of the ſaid portions and maintenances; that then, and in ſuch caſe, not otherwiſe, the ſaid term and eſtate for 600 years, herein before ed in uſe unto the ſaid *T. E.* and *P. R.* their executors, &c. as ſaid, ſhall ceaſe, determine, and be utterly void; any thing, &c. withſtanding. *Provided always*, &c. [*The uſual ſaving clauſe for truſtees not to be chargeable for each other.*] *Provided alſo*, &c. [*The clauſe for the truſtees to deduct their charges.*] *Provided alſo further*, nothing in this act contained ſhall prejudice, leſſen or defeat the ure of the ſaid dame *R. M. A.* or the truſts declared of the ſaid of 500 years, for raiſing the ſaid portion and intereſt, or mainte- e for the ſaid *R. M. A.* the infant: *Saving* to the king, &c. and e ſaid dame *R. M. A.* for and in reſpect of her ſaid jointure for life only, and not otherwiſe, and to the ſaid *R. M. A.* for and in ect of her ſaid portion and intereſt, or maintenance provided for her the truſts of the ſaid term of 300 years only, and not otherwiſe; to all and every other perſon, &c. their reſpective heirs, ſucceſſors adminiſtrators, (other than the ſaid Sir *H. A.* the ſon, and the male of his body, and his and their ſeveral heirs, and the heirs of ſaid Sir *H. A.* deceaſed,) all ſuch right, &c.

the ſaid terms to ceaſe, and

in caſe Sir *H. A.* the ſon, attain 21 years. and ſuffer a recovery of the premiſſes in *S.* and declare the uſe thereof to *E.* and *R.* for 700 years, *ſans* waſte, (but ſubject to ſaid lady *R. M. A.*'s 500*l.* *per ann.* for her life,) in truſt for better ſecuring the raiſing and payment of the portions and maintenances for the daughters and younger ſons of the marriage, then the ſaid 600 years of the excepted lands to be void.

An

An Act for veſting the Real and Perſonal Eſtates of R. H. *Eſq; in T tees for making ſome Proviſion for his Wife and Family; and for b ſecuring the Debt due from him to the Crown.*

Recital of marriage-ſettlement.

WHEREAS by indentures of leaſe and releaſe, bearing date ſpectively, &c. the ſaid indenture of releaſe being *quinque tite*, and made, &c. between the honourable *L. H.* widow, relict of *H.* then late of *G. H.* in the county of *B.* eſq; deceaſed, and *R. H G. H.* aforeſaid, eſq; grandſon and heir of the ſaid *R. H.* deceaſed, *L.* his wife, (which ſaid *I.* is one of the daughters of Sir *W. E.* of in the county of *L.* bart.) of the firſt part, the ſaid Sir *W. E.* of ſecond part, the honourable *H. P.* eſq; now earl of *U.* then ſon heir apparent of the right honourable *W.* lord *P.* baron of *B.* in county of *S.* and *P. F.* of *P.* in the ſaid county of *S.* eſq; of the t part, Sir *T. B.* knight, then one of the barons of the court of *Ex quer* at *Weſtminſter*, afterwards lord chief baron of the ſame court, ſince deceaſed, and *R. E.* eſq; (eldeſt ſon and heir apparent of ſaid Sir *W. E.*) of the fourth part, and *R. N.* of *B.* in the count *B.* eſq; of the fifth part, in conſideration of a marriage then had ſolemnized between the ſaid *R. H.* party to the ſaid indenture and ſaid *I.* his then wife, and of the ſum of 10,000*l.* of, &c. to the ſai *H.* party thereto, in hand paid by the ſaid Sir *W. E.* for the marr portion of the ſaid *I.* and as a conſideration for the ſettlement th made, and for other conſiderations therein mentioned, they the ſai *H.* and *R. H.* (party to the ſaid indenture) did grant and convey the ſaid *H. P.* and *P. F.* and their heirs, all that, &c. houſes, &c. all other the manors, &c. of them the ſaid *L. H.* and *R. H.* (part the ſaid indenture) or either of them, or of any other perſon or per in truſt for them or either of them, ſituate, &c. or elſewhere in the county of *B.*

Habendum.

To hold unto the ſaid *H. P.* and *P. F.* and their he to the ſeveral uſes, upon the truſts, and under the proviſoes and ag ments therein and herein after mentioned, (that is to ſay) *as for concerning all* that farm, and all thoſe lands thereunto belonging, their and every of their appurtenances, then in the tenure of *E. B.* his aſſigns, at and under the yearly rent of 122*l.* 10*s.* or thereab all that farm, &c. to the uſe of the ſaid *L. H.* for her life; *and as and concerning all* that meadow-ground in *G. H.* aforeſaid, called *B.* and the little meadow thereto adjoining, and all that meſſuage, thoſe lands, with their appurtenances in *H.* aforeſaid, &c. to the uſe the ſaid *R. N.* his executors, adminiſtrators and aſſigns, from the next before the day of the date of the ſaid indenture, for and during term of 500 years, without impeachment of waſte, *upon the truſts* th in and herein after mentioned concerning the ſame; *and as for concerning all* the reſidue and remainder of the ſaid manor of *G. H.* the rights, royalties, members and appurtenances thereof (other t and except the ſaid capital meſſuage or manſion-houſe, of *G. H.* the appurtenances thereof, and the park to the ſame belonging.) *as for and concerning all* and every the woods, &c. of or belonging to ſaid manor of *G. H.* and all and every the ſaid woods, &c. aforeſaid in any or either of them, to the uſe of the ſaid *L. H.* and Sir *W.* their executors, adminiſtrators, and aſſigns, from the day next be

The parcels to *L. M.* the mother for life.

Parcels limited to *R. N.* for 500 years.

The parcels limited to *L. H.* and Sir *W. H.* for 99 years.

the day of the date thereof, for and during the term of 99 years, without impeachment of waſte, *upon the truſts* therein and herein after mentioned concerning the ſame; *and as for and concerning all* other the premiſſes whereof no uſe was therein before declared; *and alſo as for and concerning all* and every the ſaid premiſſes ſo limited in uſe to the ſaid *L. H.* for life, and to the ſaid *R. N.* for 500 years, and to the ſaid *L. H.* and Sir *W. E.* for 99 years, from and after the end or other ſooner determination of the ſaid ſeveral eſtates and terms, and as they ſhould ſeverally end and determine, to the uſe of the ſaid *R. H.* (party thereto) for his life, without impeachment of waſte, (except voluntary waſte in pulling down houſes, unleſs for the rebuilding the ſame,) *And* after the determination of that eſtate, *to the uſe* of the ſaid Sir *T. B.* and *R. E.* and their heirs, during the life of the ſaid *R. H.* *upon truſt* to preſerve the contingent remainders therein after limited; *and after his deceaſe, then as for and concerning all* and every the ſaid meſſuages, tenements, farm-lands and hereditaments ſo limited in uſe to her the ſaid *L. H.* for her life, immediately from and after the deceaſe of her the ſaid *L.* and in the mean while ſubject to her ſaid eſtate for life therein; *and as to, for and concerning all* thoſe the aforeſaid grounds called *C. D.* &c. *to the uſe* of the ſaid *I. H.* for her life for her jointure, and in bar of her dower; *and for and concerning all* and ſingular the ſaid manors and premiſſes (except the ſaid manſion-houſe and park) from and after the determination of the ſeveral terms and eſtates therein, and as the ſame ſhould reſpectively end and determine, *to the uſe* of the ſaid *H. P.* and *P. F.* their executors, adminiſtrators and aſſigns, for and during the term of 1000 years, to be computed from the death of the ſaid *R. H.* without impeachment of waſte, *upon the truſts* therein and herein after mentioned concerning the ſame; *and as for and concerning all* and every the ſaid capital meſſuage or manſion-houſe, park, manors, advowſons, hereditaments and premiſſes after the ſeveral determinations of the ſaid ſeveral eſtates thereof reſpectively limited as aforeſaid, and as the ſame ſhould reſpectively end and determine, to the uſe of the firſt and other ſon and ſons of the ſaid *R. H.* party thereto, on the body of the ſaid *I. H.* begotten or to be begotten in tail male ſucceſſively, with remainder to the ſaid *R. H.* be (party to the ſaid indenture) his heirs and aſſigns for ever; *and as touching the ſaid term of* 500 *years*, by the ſaid recited indenture *quinquepartite*, limited in uſe to the ſaid *R. N.* as aforeſaid, it was thereby declared and agreed, that the ſame was ſo limited to him, *upon truſt* that it ſhould be lawful for him by deed indented to leaſe or mortgage (at the requeſt of the ſaid *R. H.* party thereto,) the ſaid premiſſes ſo limited to him the ſaid *R. N.* for the advancing and raiſing any ſum or ſums of money not exceeding in the whole the ſum of 2000*l.* unto and for the ſaid *R. H.* and for ſecuring the payment thereof, with intereſt to the perſon who ſhould advance the ſame, of which 2000*l.* no more than the ſum of 1000*l.* was to be raiſed without the conſent liking of the ſaid Sir *W. E.* his executors or adminiſtrators; and *upon further truſt*, that the ſaid term of 500 years, until the ſaid 2000*l.* or ſome part thereof ſhould be raiſed, and after the ſame ſhould be raiſed, then the reſidue of the ſaid term, and the equity of redemption thereof, ſhould attend and wait upon the reverſion or remainder for the time being, expectant upon the determination of the ſame

Parcels limited to *R. H.* for life.

Remainder to truſtees to preſerve contingent uſes, &c.

Jointure. Premiſſes.

A term of 1000 years, as to the whole (except, &c.) upon the truſts hereafter mentioned.

Capital meſſuage, &c. to firſt and other ſons, &c.

Declaration as to the 500 years term, to raiſe 2000*l.* for the huſband, &c.

Declaration as to the 99 years term.

same term; *and as touching the said term of 99 years* so limited to the said *L. H.* and Sir *W. E.* as aforesaid, the same was declared to be so limited *upon trust*, by and out of the rents and profits of the premisses comprized in the same term, to raise and pay the yearly sum of 200*l.* during the joint lives of the said *R. H.* and *I. H.* to such persons, and for such purposes as the said *I.* alone should direct and appoint for her private and personal use, of which the said *R. H.* was not to have any controuling power; *and upon further trust*, that the trustees of the same term should after the decease of the said *R. H.* pay thereto, by and out of the rents, issues and profits of the said manors, lands, woods and premisses to them limited for the same term, raise so much or such yearly sum or sums of money (the whole not exceeding 100*l. per ann.*) as should or might be sufficient to make up the rents and profits of the said lands and premisses so limited to her the said *I.* for her jointure, or for her life, or for the joint lives of herself and the said *L. H.* or which by any other deed, bearing even date with the said indenture *quinquepartite*, was or should be limited to her for her jointure, or in part of her jointure, or for her life, and the life of the said *L. H.* the clear yearly sum of 1100*l.* above all reprizes, losses by tenants or other casualties, charges of collecting or receiving rents, and above all taxes and assessments and other deductions whatsoever (such taxes only as should or might at any time then after be assessed or levied out of the said jointure-lands for the use of her then majesty or her successors, or for the public occasions of the realm only excepted) and being so raised, should pay the same to her the said *I.* for making good the said yearly sum of 1100*l.* in such proportions as the case should happen to be or require, so that the said *I.* might receive the clear yearly sum of 1100*l.* for her jointure, in nature of a rent-charge, free from all deductions (public taxes only excepted:) *and as touching the said term of* 100 *years* therein before limited in use to the said *H. P.* and *P. F.* as aforesaid, *it was thereby declared*, that the same was so limited to them in trust on failure of issue male of the same *R. H.* by the said *I.* his wife, to raise 10,000*l.* for portions for their daughters, to be raised and paid at the times and in manner therein mentioned, with such yearly maintenances, until the portions become payable, as are therein expressed; *and upon further trust*, that if there should be issue male then to raise a sum not exceeding 10,000*l.* for portions for younger sons and daughters, of the said *R. H.* by the said *I.* his wife, and for the raising such maintenances for such younger sons and daughters, not exceeding 500*l. per ann.* as the said *R. H.* should by writing under his hand appoint; and in default of such appointment, then the said trustees of the said 1000 years term, to raise and pay to such younger sons and daughters the portion and portions following, *viz.* if but one younger son and one daughter, or one only daughter and no younger son, 3000*l.* for such younger son, and 4000*l.* for such only daughter for his or her portion; if two younger sons or two daughters, or one younger son and one daughter, and no more, 2000*l.* a-piece for such younger sons, and 3000*l.* a-piece for such daughters for their portions; if three younger sons or more, or three daughters or more, or three or more younger sons and daughters, then 2000*l.* a-piece for their portions, so as the whole exceed not 10,000*l.* and if more than five younger children, then 10,000*l.* equally amongst them for their portions; the said portions

to raise and pay during the coverture

200*l. per ann.* for the separate use of the wife, &c.

Declaration as to the 1000 years term, for raising daughters and younger sons portions.

be raiſed and paid at the times and in manner therein mentioned, with ſuch yearly maintenances until the portions become payable as therein expreſſed: *And whereas* the ſaid *L. H.* long ſince departed this life, and the ſaid *R. H.* had not any iſſue by the ſaid *I.* his wife: *And whereas* by indenture *tripartite*, bearing date, &c. between the ſaid *R.* of the one part, and Sir *W. E.* of the firſt part, the ſaid *R. N.* of the ſecond part, and *P. W.* of the pariſh of St. *M. W.* in the county of *M.* gent. of the third part, reciting in part the ſaid ſettlement, in conſideration of the ſum of 2000*l.* of, &c. to the ſaid *R. H.* by the ſaid *P. W* mentioned to be paid (of which ſaid ſum of 2000*l.* 1000*l.* part thereof, was mentioned to be taken up with the good liking of the ſaid Sir *W. E.* ſignified by his being a party to and ſigning and ſealing the ſaid indenture *tripartite*,) and in conſideration of 5*s.* to the ſaid *R. N.* by the ſaid *P. W.* in hand alſo paid, he the ſaid *R. N.* did demiſe unto the ſaid *P. W.* his executors, adminiſtrators and aſſigns, all the meſſuages, houſes, tenements and hereditaments, with their appurtenances, limited and intended to be limited, in uſe to the ſaid *R. N.* his executors, adminiſtrators and aſſigns as aforeſaid, for the ſaid term of 500 years, in or by the ſaid recited indenture *quinquepartite*, to hold from thenceforth for and during all the reſidue and remainder of the ſaid recited term of 500 years, then to come and unexpired, without impeachment of waſte, ſubject to redemption on payment of 2100*l.* to the ſaid *P. W.* his executors, adminiſtrators or aſſigns, at the times therein mentioned and long ſince paſt, *And whereas* by indenture bearing date on or about, &c. and made or mentioned to be made between the ſaid *R. H.* of the one part, and the ſaid *H.* earl of *U.* and Sir *H. A.* of *W.* in the county of *O.* bart. of the other part, reciting that the ſaid *R. H.* and *I.* his wife had agreed to live ſeparate and apart from each other, and that the ſaid *R. H.* had undertaken and agreed to pay and allow the ſaid *I. H.* for her ſeparate maintenance, the yearly ſum of 300*l.* of, &c. during their joint lives, over and above the ſaid 200*l. per annum*, ſecured for her by the ſaid recited indenture *quinquepartite*, and alſo reciting that it was neceſſary and requiſite to enable the ſaid *I.* to live apart from her huſband as aforeſaid, that ſhe ſhould have ſufficient and convenient furniture and houſhold goods, and further reciting, that the ſaid *R. H.* was willing and deſirous to retrench his own perſonal expences, in order to make the beſt proviſion he could for the payment of his debts out of the rents and profits of the manors and hereditaments therein after mentioned, only reſerving thereout ſuch competent parts thereof, for the ſupport and maintenance of himſelf and the ſaid *I.* his wife, as were therein after for that purpoſe ſettled and provided, in purſuance of the ſaid recited agreement; and to anſwer the ends and purpoſes aforeſaid, the ſaid *R. H* did grant and demiſe unto the ſaid *H.* earl of *U.* and Sir *H. A.* all and ſingular the manors, &c. comprized in the ſaid recited indenture *quinquepartite*, with their appurtenances, to hold unto the ſaid *H.* earl of *U.* and Sir *H. A.* their executors, adminiſtrators and aſſigns, from, &c. for and during the term of 99 years, if the ſaid *R. H.* and *I* his wife ſhould both of them ſo long live, *upon the truſts* therein and herein after mentioned, (that is to ſay) *upon truſt* yearly and every year, during the ſaid term of years determinable as aforeſaid, by and out of the rents and profits of the ſaid manors and premiſſes, in the firſt place, to pay as well the yearly ſum of 300*l.* as the ſaid yearly ſum of 200*l.* quarterly, free

L. H. dead.

Mortgage of the 500 years term.

Indenture of ſeparation of *R. H.* and *I.* his wife.

Her allowance *per ann.*

R. H.'s debts.

Grant,

for 99 years, of, &c.

Upon truſt, &c.

of all taxes and deductions whatſoever, to ſuch perſons, and for ſuch uſes as the ſaid *I.* ſhould notwithſtanding her coverture, direct or appoint; and for want of ſuch direction or appointment, to her own proper hands for her ſeparate uſe; *and upon further truſt*, in the next place, to pay during the continuance of the ſaid term, the yearly ſum of 500*l.* to the ſaid *R. H. and upon further truſt* to apply the reſidue and overplus of the rents and profits of the ſaid premiſſes (over and above the reſpective yearly ſums aforeſaid) for the payment and diſcharge of ſuch debts as were then due from or owing by the ſaid *R. H.* in ſuch manner, order and proportion, as to the ſaid truſtees ſhould ſeem meet; *and reciting*, that the ſaid *R. H.* ſtood poſſeſſed of the goods and chattels mentioned in the ſchedule or inventory to the ſaid laſt recited indenture annexed, the ſaid *R. H.* in conſideration of 5*s.* did thereby grant, bargain and ſell the ſaid goods and chattels unto the ſaid Sir *H. A.* in truſt for the ſole and ſeparate uſe and benefit of the ſaid *I.* her executors adminiſtrators and aſſigns, and not to be liable to the controul, debts or forfeitures of the ſaid *R. A.* as by the ſaid ſeveral recited indentures relation being thereunto had, may more fully and at large appear.

R. H. treaſurer of the navy by letters patent.

And whereas the ſaid *R. H.* was by letters patent, bearing date, &c. conſtituted treaſurer of his majeſty's royal navy, and held and enjoyed that office till the —— day of, ——— &c. and upon a ſtate of the final account of the ſaid *R. H.* made up to —— day of ——— it appeared that the ſaid *R H.* was indebted to the crown, on the balance of his account of receipts and payments, as treaſurer of the navy aforeſaid, the ſum of 73,706*l.* 16*s.* 6¾*d.* but the ſaid *R. H.* hath ſince that time, by money paid into the exchequer, and by eſtates and effects conveyed and aſſigned for the benefit of the crown, reduced the ſaid balance to the ſum of 48,611*l.* 16*s.* 6¾*d.* in which he yet remains a debtor to his majeſty: *And whereas* the ſaid *R H.* is unable to diſcharge the ſaid debt ſo remaining due to his majeſty, having but a ſmall perſonal eſtate, and no other real eſtate beſides what he has already conveyed towards leſſening his ſaid balance, except the ſaid manors and premiſſes in the ſaid county of *B* comprized in the ſaid marriage ſettlement, part whereof is mortgaged for the ſaid ſum of 2000*l* and intereſt, as aforeſaid; and other part thereof is ſubject to the payment of the ſaid yearly ſum of 200*l.* unto the ſaid *I.* the wife of the ſaid *R. H.* for her ſeparate uſe as aforeſaid; and other part thereof is limited unto and for the benefit of the ſaid *I.* for her jointure, and the whole ſubject thereto, to the iſſue male of the ſaid *R. H.* by his ſaid wife, with proviſions thereout for the daughters and younger children of the ſaid marriage, in manner as in the ſaid indenture of ſettlement is mentioned; and in caſe his majeſty ſhould not extend his clemency and goodneſs to the ſaid *R H.* and his family, but ſhould make uſe of the legal power which his majeſty might juſtly exerciſe over the ſaid eſtate, for recovery of the ſaid debt, the ſaid *R. H.*'s family (which is very ancient) would be intirely ruined: *And whereas* the ſaid *R. H.* and *I.* his wife are willing and deſirous, in lieu of the contingent intereſt which the crown hath in the ſaid *R. A.*'s real eſtate, for ſatisfaction of the ſaid whole debt, to make ſome certain proviſion for the ſpeedy payment of part thereof; and in order thereto, they, as alſo the ſaid *R. E.* the ſurviving truſtee for preſerving the contingent remainders in the ſaid ſettlement, are willing and deſirous, that the whole real eſtate aforeſaid (except ſuch part thereof

Debtor to the crown in 48,611*l.* 16*s.* 6¾*d.*

Unable to pay, &c.

R H and *I.* his wife, willing that the whole eſtate aforeſaid, (except *I.*'s jointure) ſhould be veſted in truſtees to be ſold.

by the ſaid ſettlement is limited to the ſaid *I.* for her life for her jointure) ſhould be veſted in truſtees, diſcharged of the uſes, truſts, eſtates and powers thereof limited by the ſaid ſettlement, in order to be ſold towards payment of the debt remaining due to the crown as aforeſaid, after ſatisfaction of ſuch debts and incumbrances as the ſame are ſubject to prior to the title of the crown, in reſpect of the ſaid debt ſo remaining due to the crown as aforeſaid; and the ſaid *R. H.* in order to make a proviſion for the ſeparate uſe of the ſaid *I. H.* and to preſerve the reſidue of the ſaid eſtate in his family, is alſo deſirous, that in default of iſſue male of his own body, and ſubject to ſuch proviſions as herein after are mentioned for the younger children and daughters of the ſaid *R. H.* by the ſaid *I.* which hereafter may be born, the ſame ſhould be ſettled upon *J. H.* eſq; (younger brother of the ſaid *R. H.*) and his iſſue male, in manner herein after mentioned; but the ſaid *R. H.* being only tenant for life of the ſaid manors and premiſſes, ſubject to ſuch eſtates, and with ſuch remainders over as aforeſaid, ſuch ſettlement or any certain proviſion for the ſaid debt due to the crown, cannot be made without the aſſiſtance of an act of parliament: *Wherefore* your majeſty's moſt dutiful and obedient ſubjects, the ſaid *R. H.* and *I.* his wife, and *R. E.* and *J. H.* have moſt humbly beſought your majeſty, That it may be enacted, *And be it enacted* by, &c. That from and after, &c. the ſeveral meſſuages, and premiſſes herein before mentioned to be limited by the ſaid indenture *quinquepartite,* to the ſaid *I. H.* for her life for her jointure, ſhall be, and the ſame are hereby veſted in and ſettled upon *(the truſtees)* and their heirs, freed and diſcharged of and from all and every the uſes, truſts, eſtates, limitations, powers, proviſoes and agreements, in or by the ſaid recited indenture *quinquepartite*, and laſt recited indenture, or either of them, thereof declared, limited or expreſſed; and the ſaid *(truſtees)* and their heirs, ſhall ſtand and be ſeiſed of the ſame premiſſes, *To the ſeveral uſes*, intents and purpoſes, upon the truſts, and under and *ſubject* to the ſeveral proviſoes and limitations herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, *To the uſe* of the ſaid *R. E.* and *I. E.* of, &c. their executors, adminiſtrators and aſſigns, for and during and unto the full end and term of 99 years, to commence and be computed from the ſaid —— day of ———, &c. *Upon the truſts*, and to the intents and purpoſes, and under the proviſoes herein after mentioned and declared of and concerning the ſame, that is to ſay, That they the ſaid *R. E.* and *I. E.* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhall and may, by and out of the rents, iſſues and profits of the ſaid meſſuages, lands, tenements, hereditaments and premiſſes ſo limited to them for 99 years, yearly and every year, during the joint lives of the ſaid *R. H.* and *I.* his wife, raiſe, levy, pay and diſpoſe of the yearly ſum of 500*l.* of, &c. free and clear of and from all taxes, charges and deductions whatſoever, to ſuch perſon and perſons, and for ſuch uſes, intents and purpoſes, as the ſaid *I. H.* alone, and without the ſaid *R. H.* her huſband, notwithſtanding her coverture, by any writing or writings under her hand, ſhall from time to time direct or appoint; and for want of ſuch direction or appointment, to her own proper hands; to the intent the ſaid yearly ſum of 500*l.* may be applied to and for the ſole, peculiar and ſeparate uſe and benefit of the ſaid *I. H.* and may not be ſubject to the controul, debts, engagements,

And *R. H.* in order to make a ſeparate proviſion for his wife, and to preſerve the reſidue of the ſaid eſtate in his family, is deſirous it ſhould be ſettled on *J. H.* his brother. *R. H.* only tenant for life.

By this act all the premiſſes are veſted in truſtees to ſtand ſeiſed upon the truſt, &c. for 99 years,

to raiſe and pay 500*l. per ann.* during joint lives to the wife's ſeparate uſe, &c.

gagements or intermeddling of the ſaid *R. H.* her huſband; the ſaid yearly ſum of 500*l.* to be levied and paid quarterly, at, &c. the firſt payment, &c. and the receipt or receipts of the ſaid *I. H.* alone, under her hand, or of ſuch perſon or perſons as ſhe ſhall ſo appoint to receive the ſame as aforeſaid, ſhall notwithſtanding her coverture, from time to time, be a ſufficient diſcharge unto the ſaid *R. E.* and *J. E.* or the ſurvivor of them, or the executors, adminiſtrators, or aſſigns of ſuch ſurvivor, for ſo much as ſhall therein be acknowledged or expreſſed to be paid: *And alſo upon truſt* to permit the reſidue of the ſaid rents, iſſues and profits of the premiſſes ſo limited to them for the ſaid term of 99 years, over and above the ſaid 500*l. per annum*, and the coſts and charges of the ſaid truſtees, on account thereof, to be received by the ſaid *R. H.* during the joint lives of him and the ſaid *I.* his wife; *Provided always, and it is hereby declared and enacted*, That when all the truſts of the ſaid term of 99 years ſhall be fully executed and performed, and all arrears to grow due of the ſaid annual ſum of 500*l.* ſhall be paid and ſatisfied, and the coſts and charges of the truſtees relating thereunto ſhall be raiſed and diſcharged, then and from thenceforth, the ſame term of 99 years ſhall ceaſe, determine and become void: *And it is hereby declared and enacted*, That the ſaid yearly ſum of 500*l.* ſhall be in lieu and ſatisfaction of the ſaid yearly ſums of 200*l.* and 300*l.* provided for the ſeparate uſe of the ſaid *I. H.* by the ſaid recited indentures aforeſaid; *And as to, for and concerning* the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, herein before limited in uſe to the ſaid *R.* and *I. E.* their executors, adminiſtrators and aſſigns, for the ſaid term of 99 years, from and after the expiration or other ſooner determination thereof, and ſubject in the mean time thereunto, *To the uſe* and behoof of the ſaid *R. H.* and his aſſigns, for and during the term of his natural life, without impeachment of or for any manner of waſte (other that and except voluntary waſte in pulling down houſes, unleſs for the re-building the ſame;) and from and after the determination of that eſtate, *To the uſe* and behoof of the ſaid Sir *J. T.* and *W. P.* and their heirs during the life of the ſaid *R. H.* *In truſt* to preſerve the contingent remainders therein after limited, from being defeated or deſtroyed; and for the purpoſe to make entries, and bring actions as occaſion ſhall be or require: *Yet nevertheleſs* to permit and ſuffer the ſaid *R. H.* and his aſſigns, to receive and take the rents, iſſues and profits thereof, during his life; and immediately from and after the deceaſe of the ſaid *R.* *To the uſe* and behoof of the ſaid *I. H.* and her aſſigns, for and during her natural life, for her jointure; *And for confirmation* of her ſaid jointure limited to her of the ſame premiſſes by the ſaid indenture *quinquepartite* of releaſe as aforeſaid; and in full recompence, ſatisfaction, and bar of all dower, title of dower, and thirds at the common law, which ſhe the ſaid *I. H.* can or at any time hereafter may have or claim out of any the manors, lands, tenements or hereditaments whereof the ſaid *R. H.* now is, or at any time hereafter during the coverture between him and the ſaid *I.* his wife, ſhall or may be ſeiſed of any eſtate of inheritance; and immediately from and after the deceaſe of the ſurvivor of them the ſaid *R. H.* and *I.* his wife, *To the* uſe and behoof of Sir *I. H.* and *I. L.* their executors, adminiſtrators and aſſigns, for and during and until the full end and term of 120 years

Her receipts to be good.

The reſidue for the huſband.

Charges of the truſtees, how raiſed.

The 500*l.* p r ann. to be in full ſatisfaction.

The uſe of the 99 years.

years, from thence next enſuing, and fully to be compleat and ended, without impeachment of, or for any manner of waſte, upon the truſts, and to and for the intents and purpoſes, and ſubject to the proviſoes herein after limited and declared of and concerning the ſame term; and from and after the end, expiration or other ſooner determination of the ſame term, *To the uſe* and behoof of the firſt ſon of the ſaid *R. H.* lawfully begotten, or to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and for default of ſuch iſſue, to the uſe and behoof of the ſecond ſon of the ſaid *R. H.* lawfully begotten, or to be begotten, and the heirs male of the body of ſuch ſecond ſon, lawfully iſſuing: and for default of ſuch iſſue, to the uſe and behoof of the third, &c. ſons of the ſaid *R. H.* lawfully begotten, &c. and for default of ſuch iſſue, to the uſe and behoof of the ſaid *J. H.* and his aſſigns, for and during the term of his natural life, without impeachment of or for any manner of waſte, (other than and except voluntary waſte in pulling down houſes, unleſs for the re-building the ſame) and from and after the determination of that eſtate, *To the uſe* and behoof of the ſaid Sir *J. H.* and *W. P.* and their heirs, during the life of the ſaid *J. H.* in truſt to preſerve the contingent remainders thereof herein after limited, from being defeated or deſtroyed; and for that purpoſe to make entries, and brings actions as occaſion ſhall be or require; *Yet nevertheleſs* to permit and ſuffer the ſaid *J. H.* and his aſſigns to receive and take the rents, iſſues and profits thereof during his life; and immediately from and after the deceaſe of the ſaid *J. H.* to the uſe and behoof of the firſt ſon of the ſaid *J. H.* lawfully, &c. and the heirs, &c. and for default of ſuch iſſue, *To the* uſe and behoof of the ſecond, &c. ſons of the ſaid *J. H.* lawfully, &c. and for default of ſuch iſſue, to the uſe and behoof of the right heirs of the ſaid *R. H.* (party to the ſaid indenture *quinquepartite*) for ever; *And be it further enacted and declared*, by the authority aforeſaid, that the ſaid meſſuages, lands, tenements, hereditaments and premiſſes herein before limited in uſe to the ſaid Sir *J. H.* and *J. C.* for the ſaid term of 1200 years, are ſo limited to them upon the truſts, and to the intents and purpoſes, and ſubject to the proviſoes herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, that in caſe there ſhall be no iſſue male of the body of the ſaid *R. H.* begotten on the body of the ſaid *I.* his wife, living at the time of his deceaſe, or born after his deceaſe, or if the iſſue male between them ſhall all happpen to die without iſſue male, before 21 or they, or any of them, ſhall attain to the age of 21 years, and that there ſhall be iſſue between the ſaid *R. H.* and the ſaid *I.* his wife, one or more daughter or daughters, living at the deceaſe of the ſaid *R.* or born after his deceaſe, that then ſuch danghrer and daughters ſhall have the ſum of 5000*l.* for her or their portion or portions equally to be divided amongſt them, if more than one; the ſaid portion or portions to be raiſed by the ſaid Sir *J. H.* and *J. C.* their executors, adminiſtrators and aſſigns, after the deceaſe of the ſurvivor of them the ſaid *R. H.* and *I.* his wife, out of the rents and profits of the ſaid premiſſes ſo limited to them for the ſaid 1200 years as aforeſaid, or by leaſe or leaſes, mortgage or mortgages, ſale or ſales to be made thereof, or of any part or parcel, parts or parcels thereof, and

Declaration of the 1200 years term for raiſing and paying daughters and younger ſons portions.

Daughters.

and to be due or payable to the ſaid daughter or daughters re-
ſpectively, at her or their ſeveral and reſpective ages of 18 years, or
days of marriage, which ſhall firſt happen (ſuch marriage being
with the conſent of the ſaid *R. H.* and the ſaid *I.* his wife or the ſur-
vivor of them, if they or either of them be then living, and not other-
wiſe) and if ſuch ages of 18 years or days of marriage, ſhall happen
in the life-time of the ſaid *R. H.* and *I.* his wife, or the ſurvivor
them, then the ſame portions of ſuch daughters ſo attaining the ages
18 years or days of marriage, in the life-time of the ſaid *R. H.* and
his wife, or the ſurvivor of them, to be payable within one kalend
month next after the deceaſe of ſuch ſurvivor; and if any or eith
of the ſaid daughters (in caſe there ſhould be more than one) ſhall
before her or their portions reſpectively ſhall become payable; th
then the portion or portions of her or them ſo dying, ſhall ſurvi
to, and become due and payable to the ſurvivors or ſurvivor of the
at ſuch age or marriage as aforeſaid, and not before or otherwiſe; b
in caſe the ſaid *R. H.* ſhall in his life-time prefer any or either
ſuch daughters in marriage with any portion, that then ſuch porti
or portions ſhall be taken as part of the ſaid 5000*l* in caſe the ſ
R. H. ſhall ſo declare the ſame, to be by any writing under his ha
and ſeal, and not otherwiſe; and upon this further truſt, that in t
mean time, and until ſuch portion or portions ſhall be payable, the ſ
daughter and daughters ſhall be allowed, out of the rents and pro
of the premiſſes, as followeth; that is to ſay, in caſe there ſhall
but one ſuch daughter, the yearly ſum of —— until the age of
years, and after that age the yearly ſum of —— until her porti
ſhall become payable, without any abatement for taxes, for her ma
tenance: and if there ſhall be two ſuch daughters, then the yea
ſum of —— a-piece, until their ſeveral ages of 12 years, and af
thoſe ſeveral ages, the yearly ſum of —— a-piece, until their ſeve
portions ſhall become payable for their maintenance, without aba
ment for taxes as aforeſaid; and if there ſhall be three or more ſu
daughters, then the yearly ſum of —— a-piece, until their ſeve
ages of 12 years, and after thoſe ſeveral ages, then the whole inter
of the ſaid ——— to be divided amongſt them for their maintenan
without abatement for taxes as aforeſaid; ſuch ſeveral yearly ſums
be paid by quarterly payments from the deceaſe of the ſurvivor
them the ſaid *R. H.* and *I.* his wife; and upon further truſt in
mean time, and until the ſaid portions ſhall be payable, to permit a
ſuffer ſuch perſon and perſons to whom the next immediate reverſi
or remainder of the premiſſes expectant upon the ſaid term of 12
years, ſhall for the time being appertain, to receive the rents a
profits thereof, over and above the ſaid maintenance: *And it is here
further enacted and declared*, that the ſaid eſtate and term of 12
years is upon this further truſt, that in caſe there ſhall be iſſue male
the body of the ſaid *R. H.* begotten on the body of the ſaid *I.*
wife, living at the time of the deceaſe of the ſurvivor of them t
ſaid *R. H.* and *I.* his wife, and there ſhall be alſo one or more young
ſon or ſons, and one or more daughter or daughters, or there ſh
be one or more ſuch younger ſon or ſons, and no daughter or daug
ters, or there ſhall be one or more ſuch daughter or daughters, and
ſu

ſuch younger ſon or ſons, by him begotten on the body of the ſaid *I.* his wife, at the time of the death of the ſurvivor of them the ſaid *R. H.* and *I.* his wife; that then they the ſaid *R E.* and *I. E.* and the ſurvivor of them, his executors, admiuiſtrators and aſſigns, ſhall and may, out of the rents, iſſues and profits of the premiſſes ſo limited in uſe to them for the ſaid term of 1200 years, or by leaſing, mortgaging, or ſelling thereof, or of any part or parcel thereof, as they in their diſcretion ſhall think fit, raiſe and pay, for the maintenance and portions of ſuch younger ſons and daughters, ſuch ſum and ſums of money, as the ſaid *R. H.* ſhall, by any writing under his hand and ſeal in that behalf, direct or appoint; ſo as ſuch portions in the whole do not exceed the ſum of ——, and ſo as ſuch maintenances do not exceed in the whole the yearly ſum of ——; and in default of ſuch direction or appointment, that then they the ſaid *R.* and *I. E.* and the ſurvivor of them, his executors, adminiſtrators, and aſſigns, ſhall and may, by all or any of the ways and means aforeſaid, raiſe and pay ſuch ſum and ſums of money for the portion or portions of ſuch younger ſon or ſons, daughter or daughters as aforeſaid, as followeth, (that is to ſay) in caſe there ſhall be one ſuch younger ſon only, and no daughter, or one ſuch daughter only, and no younger ſon, the ſum of ——*l.* for ſuch only younger ſon, and ——*l.* for ſuch only daughter, for his or her portion; and if there ſhall be two ſuch younger ſons, or two ſuch daughters, or one ſuch younger ſon and one ſuch daughter, and no more, the ſum of ——*l.* a-piece, for ſuch younger ſons, and ——*l.* a-piece for ſuch daughters, for their portions; and if there ſhall be three ſuch younger ſons or more, or three ſuch daughters, or more, or three or more younger ſons and daughters, then the ſum of ——*l.* a-piece, ſo as the whole do not exceed the ſum of ——*l.* and if there ſhall be more than five younger children, either ſons or daughters, or ſons and daughters, that then the ſum of ——*l.* ſhall be raiſed and equally divided amongſt them for their portions; the ſame portions to be paid to ſuch younger ſon and ſons reſpectively, when he or they reſpectively ſhall attain or come unto his or their age or ages of 21 years, and in the mean time to raiſe and pay to and for ſuch younger ſon or ſons, for his and their maintenance, the intereſt of his or their portion or portions, at the rate of —— *per cent. per ann.* and to be paid to ſuch daughter or daughters, when ſhe or they reſpectively ſhall attain or come unto her or their age or ages of 18 years, or be married, which ſhall firſt happen; and in the mean while, to raiſe and pay to ſuch daughter and daughters the intereſt of her or their portion, at the rate of —— *per cent. per annum* as aforeſaid, for her or their maintenance; and after the ſaid portions and maintenances ſhall be raiſed and paid, or in caſe the ſaid *R. H.* ſhall not have any iſſue female, or any younger ſons by him begotten on the body of the ſaid *I.* his wife, or if the iſſue female and younger ſons between them ſhall happen to die before any of their ſaid portions ſhall become payable as aforeſaid; and that the ſaid truſtees, their executors, adminiſtrators, and aſſigns, ſhall have been ſatisfied and paid out of the rents and profits of the premiſſes (which they are to be, and ſhall be ſatisfied in the firſt place) ſuch monies and damages as they or any of them ſhall have ſuſtained or expended in or concerning the truſts

Sons and daughters.

Expences concerning the truſts.

truſts

truſts aforeſaid, or the execution thereof; that then the ſaid eſtate and term of 1200 years in the premiſſes, or ſo much thereof as ſhall remain unſold or undiſpoſed of for the purpoſes aforeſaid, ſhall go along with and attend upon the reverſion, remainder and inheritance of the premiſſes immediately expectant upon the ſame term, according to the uſes and eſtates thereof herein before limited. *Provided always*, That no leaſe, mortgage or ſale, ſhall be made of the ſaid term of 1200 years, or any part thereof, for the raiſing the ſaid portions, or either of them, until ſome one of the ſaid portions ſhall become payable; any thing herein contained to the contrary thereof notwithſtanding. *Provided alſo*, That if the perſon or perſons to whom the next immediate freehold or inheritance of the premiſſes expectant upon the ſaid term of 1200 years, according to the uſes and eſtates thereof herein before limited ſhall belong or appertain, ſhall ſatisfy and pay to the ſaid daughter or daughters, younger ſon or ſons, all and every the reſpective portions, maintenances and ſums of money herein before limited to be charged, or intended to be charged or raiſed for the ſaid daughter or daughters, younger ſon or ſons reſpectively, according to the intent of this act, that then and from thenceforth, the ſaid term of 1200 years ſhall attend the freehold and inheritance of the ſame premiſſes, or to be ſurrendered, at the election of the party ſo paying the ſame portions. *Provided always and it is hereby declared and enacted*, That it ſhall and may be lawful to and for the ſaid *R. H.* in caſe he ſhall ſurvive the ſaid *I.* his wife, and alſo to and for the ſaid *J. H.* after he ſhall be in the actual poſſeſſion of the ſame meſſuages, lands, tenements, hereditaments and premiſes, by virtue of this act, by any deed or deeds, writing or writings to be by them reſpectively ſealed and delivered in the preſence of two or more credible witneſſes, to aſſign, limit, or appoint to, or for the uſe of any woman or women they reſpectively ſhall marry or take to wife; and that either before or after the marriage with ſuch woman or women reſpectively, for and during the term of the natural life or lives of ſuch woman or women reſpectively, for or in lieu, name or ſtead of her or their jointure or jointures, and in full of her or their dower or dowers, or for part of her or their jointure or jointures or better means of livelihood, any of the meſſuages, lands, tenements hereditaments and premiſſes hereby limited in uſe to the ſaid *R. H.* for his life as aforeſaid, not exceeding the then yearly value of 500*l.* to be limited to any one ſuch woman in the clear yearly value thereof, over and above all charges and repriſes (taxes only excepted) and to commence and take effect, as in ſuch deed or deeds, writing or writings, ſhall be limited or appointed. *Provided further, and it is hereby declared and enacted*, That it ſhall and may be lawful to and for the ſaid *R. H.* and alſo to and for the ſaid *I.* his wife, and *J.* reſpectively and ſucceſſively, when and as they ſhall reſpectively be in poſſeſſion of the premiſſes hereby limited in uſe to the ſaid *R.* by virtue of this act, by any deed or deeds indented, under their reſpective hands and ſeals, to demiſe, leaſe or grant all and every any the ſame meſſuages, lands, tenements and hereditaments, where they ſhall then be in actual poſſeſſion as aforeſaid, to any perſon or perſons, for any term or number of years not exceeding

Not to mortgage or ſell till portions payable.

Proviſo in caſe the perſons in whom the inheritance is, advances portions.

Power to make a ſecond wife a jointure.

To make leaſes.

ſo

ſo much yearly rent as now is reſerved for the ſame, or as much as can really and *bona fide* be got for the ſame, without taking any fine, premium or foregift; and ſo as in ſuch leaſes or leaſes ſo to be made as aforeſaid, there be contained a condition of re-entry for non-payment of the rent or rents thereby to be reſerved; and ſo as the reſpective leſſees, to whom ſuch leaſes ſhall be made, ſeal and execute counterparts thereof; and ſo as no clauſe be therein contained, giving power to any ſuch leſſee to commit waſte, or exempting him, her or them, from puniſhment for committing the ſame: *And be it further enacted*, by the authority aforeſaid, That from and after the ſaid —— day of, &c. all and ſingular the manors, meſſuages, rectories, advowſons, lands, tenements, and hereditaments, in and by the ſaid recited indenture *quinquepartite* ſettled or conveyed, (except the premiſſes herein before veſted in the ſaid *W. P.* and *J. G.* and their heirs, to the uſes aforeſaid) ſhall be and are hereby veſted and ſettled in and upon *(truſtees)* their heirs and aſſigns, freed and diſcharged of and from all and every the uſes, truſts, eſtates, limitations, powers, proviſoes and agreements, in or by the ſaid recited indenture *quinquepartite*, and the ſaid laſt recited indenture, or either of them, thereof declared, limited or expreſſed (other than the ſaid term of 500 years, by the ſaid recited indenture *quinquepartite* limited in uſe to the ſaid *R N.* ſo redeemable as aforeſaid); and the ſaid *(truſtees)* their heirs and aſſigns, ſhall ſtand ſeiſed of the ſame premiſſes (ſubject to the ſaid term of 500 years, ſo redeemable as aforeſaid) upon the truſts herein after mentioned and declared, (that is to ſay) upon truſt that they the ſaid *(truſtees)* and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, ſhall and do with all convenient ſpeed ſell and diſpoſe of the ſaid manors, meſſuages, rectories, advowſons, lands, tenements, hereditaments, and premiſſes, ſo veſted in them as aforeſaid, either intirely or by parcels, to any perſon or perſons who ſhall be willing to purchaſe the ſame, for the moſt money or the beſt price or prices which can be reaſonably had or gotten for the ſame; and ſhall and do pay and diſpoſe of the money which ſhall be raiſed by ſuch ſale or ſales, and the rents, iſſues and profits of the ſame premiſſes until ſuch ſale or ſales in manner following; (that is to ſay) in the firſt place, in ſatisfaction and diſcharge of all ſuch debts which affect the premiſſes hereby directed to be ſold as aforeſaid, prior to the title of the crown, in reſpect of the debt remaining due to the crown as aforeſaid; and in the next place, to pay to the ſaid *R. E.* and *J. E.* or the ſurvivor of them, his executors or adminiſtrators, for the ſeparate uſe of the ſaid *I. H.* the ſum of ——*l.* the ſame being computed and by her accepted as a ſatisfaction and recompence for the contingent intereſts, which would ariſe to her, in caſe ſhe ſurvived her ſaid huſband, by virtue of the ſaid term of 99 years, by the ſaid recited indenture *quinquepartite* created, for making up her jointure lands 1100*l. per annum* as aforeſaid; and upon payment thereof, then upon truſt that they the ſaid *(truſtees)* and the ſurvivor of them, and the heirs of ſuch ſurvivor, do and ſhall pay the ſurplus of the rents and profits aforeſaid, and of the money to be raiſed by ſuch ſale or ſales, into the receipt of his majeſty's exchequer, towards ſatisfaction of the ſaid debt remaining due from the ſaid *R.*

Premiſſes veſted in truſtees.

To be ſold to pay the ſaid debt to the crown.

H.

Clauſe in favour of purchaſers.

H. to the crown, as aforeſaid; *And be it further enacted* by the authority aforeſaid, That all and every perſon and perſons, his and their heirs and aſſigns, to whom the (*truſtees*) or the ſurvivor of them, or the heirs of ſuch ſurvivor, ſhall by virtue and in purſuance of this act, make any ſale or conveyance of all or any part of the ſaid manor, meſſuages, rectories, advowſons, lands, tenements, hereditaments and premiſſes, hereby veſted in them the ſaid truſtees, ſhall upon payment of the purchaſe-money to the ſame truſtees, or the ſurvivor of them, or the heirs of ſuch ſurvivor, have, hold and enjoy the ſame manors, meſſuages, rectories, advowſons, lands, tenements and hereditaments, or ſuch part or parts thereof, as ſhall be purchaſed by ſuch perſon or perſons reſpectively, with the appurtenances, freed and diſcharged of and from all claim, right, title or intereſt, of all or any the perſons claiming, or that ſhall or may claim by virtue of the ſaid recited indenture *quinquepartite*, and laſt recited indenture, or either of them, or of any limitations therein (except the perſon or perſons claiming by virtue of, or under the ſaid term of 500 years, created by the ſaid indenture *quinquepartite*); and that the receipt or receipts of the ſame truſtees, or of the ſuruivor of them, or the heirs of ſuch ſurvivor, under his or their hands, ſhall from time to time be a ſufficient diſcharge to the purchaſer or purchaſers of the ſame premiſſes, or any part thereof, his or their heirs, executors, adminiſtrators and aſſigns, for ſo much of the ſaid purchaſe-money for which ſuch receipt or receipts ſhall be given; and from and after ſuch receipt or receipts, ſuch purchaſer or purchaſers ſhall be and are hereby acquitted and diſcharged of and from the ſame; and they and any of them, after ſuch receipt or receipts, ſhall not be anſwerable for any loſſes or damages which ſhall happen to or be chargeable upon the ſaid truſtees, or the ſurvivor of them, or the heirs of ſuch ſurvivor, for or on account of any miſapplication of the ſaid purchaſe-money, or any part thereof. *Provided alſo*, &c. [*Truſtees not to be accountable for each other*, &c.] *Provided alſo*, &c. [*Their expences to be deducted*, &c. *ſee the acts before:*] *And be it further enacted* by the authority aforeſaid, That all the goods, chattels, money, debts, ſecurities for money and other perſonal eſtate, which the ſaid *R. H.* or any perſon or perſons in truſt for him, was or were on the —— day of —— poſſeſſed of, intereſted in or intitled unto (other than and except the neceſſary wearing-apparel of the ſaid *R. H.* and *I.* his wife, and the ſeveral goods and chattels in the ſchedule or inventory, to the laſt herein before recited indenture annexed, mentioned and ſpecified; and the neceſſary houſhold goods, houſhold ſtuff, and furniture of the ſaid *R. H.*) ſhall be and the ſame are hereby veſted in the ſaid (*truſtees*) their executors and adminiſtrators, upon truſt, and to the intent that the ſame may be ſold and diſpoſed of, and that the money ariſing thereby may be paid into the receipt of his majeſty's exchequer towards diſcharging of the ſaid debt due from the ſaid *R. H.* to the crown as aforeſaid; *And* in order to a full diſcovery of the perſonal eſtate of the ſaid *R. H.* (except as aforeſaid): *Be it further enacted*, by the authority aforeſaid, That the ſaid *R. H.* ſhall, before the —— day of —— deliver in upon oath before the lord chief baron, or one other of the barons of the court of exchequer for the time being (which oath the ſaid lord chief baron and barons are hereby reſpectively impowered to adminiſter) two ſeveral true and exact particulars and inventories (both of the ſame import and tenor) of all and ſingular the goods, chattels, debts and

R. H.'s perſonal eſtate to be ſold towards payment of ſaid debt to the crown.

Inventory thereof to be given on oath.

perſonal eſtate (except as aforeſaid) which he was poſſeſſed of or intitled to in his own right, and which any other perſon or perſons was or were poſſeſſed of in truſt for him, or for his uſe and benefit, upon —— and how and in what manner, and to whom and when, and for what, he hath diſpoſed of the ſame, or any part thereof, ſince that time; one of which ſaid inventories the ſaid chief baron, or other of the ſaid barons, who ſhall receive the ſame, ſhall deliver over to the ſaid —— or the ſurvivor of them, or the executors or adminiſtrators of the ſaid ſurvivor; and if the ſaid *R. H.* ſhall neglect or refuſe to deliver inventories upon oath as aforeſaid, then he (in reſpect of himſelf only) ſhall have no benefit or advantage by this act; but in caſe he ſhall deliver in inventories upon oath as aforeſaid, then and from thenceforth he the ſaid *R. H.* his heirs, executors, and adminiſtrators, ſhall be fully acquitted and diſcharged of and from the ſaid debt remaining due from him to the crown, as fully and abſolutely as if the ſaid debt had been fully paid; any law, ſtatute, uſage or other thing, to the contrary thereof notwithſtanding: *Save only*, That in caſe the ſaid *I. H.* or her ſaid truſtees, or any of them, ſhall be moleſted or diſturbed in raiſing, receiving or paying the ſaid yearly ſum of 500*l.* hereby provided for her ſeparate uſe as aforeſaid, or any part thereof, by any creditor or creditors of, or any other perſon or perſons claiming under the ſaid *R. H.* by virtue of any title or incumbrance, ſubſequent to the title which the crown hath, by reaſon of the ſaid debt remaining due to the crown as aforeſaid, *then* it ſhall and may be lawful to and for the ſaid truſtees for the ſaid *I. H.* to make uſe of ſuch remedy or remedies as the crown might have had for recovery of ſo much of the ſaid debt as ſhall remain unſatisfied by the money to be raiſed in purſuance of this act, in order only to protect the premiſſes hereby charged with the ſaid 500*l. per annum*, from any ſuch moleſtation or diſturbance as aforeſaid, and ſhall ſtand in the place of the crown, ſo far only as to indemnify the ſaid *I. H.* and her truſtees, and the premiſſes hereby charged with the ſaid 500*l. per annum*, from any ſuch moleſtation or diſturbance as aforeſaid. *Provided always*, That nothing in this act contained ſhall defeat or prejudice the ſaid term of 500 years, by the ſaid recited ſettlement limited to the ſaid *R. N.* ſo redeemable as aforeſaid: *Saving* to the ſaid *R. N.* his executors, adminiſtrators, and aſſigns (for and in reſpect only of the ſame term of 500 years ſo redeemable as aforeſaid) and to all and every other perſon, &c. their reſpective heirs, ſucceſſors, executors, and adminiſtrators, other than the king's moſt excellent majeſty, his heirs and ſucceſſors, for and in reſpect of his and their intereſt in the premiſſes, by reaſon of the ſaid debt due to the crown; and other than and except the ſaid *R. H.* and *I.* his wife, and the firſt and other ſons of the ſaid *R. H.* on the body of the ſaid *I.* his wife, begotten or to be begotten, and the heirs male of their ſeveral and reſpective bodies, and the daughters of the ſaid *R. H.* on the ſaid *I.* his wife, begotten or to be begotten, and the heirs of the ſaid *R. H.* and other than and except the truſtees for preſerving the contingent remainders in the ſaid indenture *quinquepartite* limited, and their heirs, and the truſtees of the ſeveral term of 99 years, and 1000 years, created by the ſame indenture, and the truſtees of the ſaid term of 99 years, created by the laſt recited indenture; and all and every perſon and perſons claiming or to claim by virtue of the ſaid ſeveral terms, (or any of the truſts thereof) all ſuch right, &c.

Remedy for the wife's truſtees if moleſted.

R. N.'s term of 500 years not to be defeated.

Saving, &c.

An Act for ſettling the Eſtates of R. *late Earl* R. *deceaſed, purſuant to an Agreement* * *made between* F. *Earl of* S. *and* B. *Counteſs of* S. *his Wife;* J. B. *Earl of* B. *in the Kingdom of* Ireland, and *Lady* P. B. *his Daughter; and* J. *now Earl* R. *ſubject to the Payment of the Debts and Legacies of the ſaid late Earl* R. *remaining unpaid, and for other Purpoſes in the ſaid Act mentioned.*

* This agreement is to end ſuits and controverſies.

Recital of lands, &c.

WHEREAS by indentures of leaſe and releaſe, made between the right honourable *R.* late earl *R.* deceaſed, by the name of, &c. and *R. S.* lord *D.* and baron of *C.* of the one part, and the moſt noble *C.* late duke of *S.* deceaſed, and the right honourable *R.* earl of *O.* and earl *M.* of the other part, *All* thoſe, &c. in the county of *C.* with their and every of their rights, &c. *And all* thoſe manors, &c. in the county of *E.* with their, &c. *And* alſo that manor, &c. in the county of *Y.* with its rights, &c. *And all* thoſe, &c in the county of *L.* with their, &c. and all and every other the manors, &c. whatſoever, whereof or wherein the ſaid *R.* earl *R.* had any eſtate of freehold or inheritance, in poſſeſſion, reverſion or remainder, or otherwiſe, ſituate, lying and being, ariſing or renewing, or to be had, received, or taken, as well in the ſeveral pariſhes, towns, villages or hamlets of, &c. or elſewhere in the ſaid county of *C.* and in the ſeveral pariſhes, towns, villages or hamlets of, &c. or elſewhere in the ſaid county of *E.* and in the pariſh, village, or hamlet of —— or elſewhere in the ſaid county of *Y.* *And alſo* in the ſeveral pariſhes, villages and townſhips, or hamlets of, &c. or elſewhere, in the ſaid county of *L.* and the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid manors and other hereditaments therein before mentioned, or intended to be thereby releaſed; and all the eſtate, &c. of him the ſaid *R.* earl *R.* in law or equity, of, in and to the ſame, and every part and parcel thereof, with their and every of their appurtenances, *were* conveyed and aſſured unto the ſaid *B.* duke of *C.* and *R.* earl of *O.* and earl *M.* and their heirs, *To the uſe* of the ſaid *R.* earl *R.* and the heirs male of his body lawfully iſſuing; and for default of ſuch iſſue, *To the uſe* of the ſaid *C.* duke of *S.* and *R.* earl *M.* and their heirs; *In truſt*, and to the intent that they and the ſurvivor of them, and his heirs, ſhould and might, by and out of the rents, iſſues, and profits of the ſaid manors, lordſhips, and other the premiſſes, or by leaſing, mortgaging or ſelling the ſame or ſome part thereof, or by all or any of the ways and means aforeſaid, or by any other ways or means as they ſhould think fit, in the firſt place pay and diſcharge all and every the debts of the ſaid *R.* earl *R.* of what kind or nature ſoever the ſame ſhould be: and all ſum and ſums of money as the ſaid *R.* earl *R.* by any deed or writing by him ſigned or ſealed before two or more witneſſes, or by his laſt will and teſtament in writing, to be by him publiſhed in the preſence of two or more credible witneſſes, or by any codicil or codicils written with his own hand, ſhould direct and appoint to be paid to any perſon or perſons whatſoever: and after the ſaid truſts performed, and ſubject thereunto, *Upon this further truſt*, That they the ſaid *C.* duke of *S.* and *R.* earl of *O.* and earl *M.* and the ſurvivor,

Conveyed in truſt to pay debts.

viror, &c. ſhould from time to time, and at all times hereafter, for and during the natural life of *J. S.* eſq; (now earl *R.*) or until he the ſaid *J. S.* ſhould conform or be capable to take, as therein after is mentioned, pay the rents and profits of the ſaid manors, lordſhips and premiſſes, unto ſuch perſon or perſons, for the ends, intents and purpoſes, and in ſuch manner, as the ſaid *R.* earl *R.* by any writing or writings under his hand and ſeal, teſtified by two or more credible witneſſes, ſhould from time to time direct, limit or appoint; *And* alſo ſhould convey and ſettle the ſaid manors and other the premiſſes, or ſo much thereof as ſhould not be ſold or diſpoſed of for the purpoſes aforeſaid, from and after the deceaſe of the ſaid *J. S.* (now earl *R.*) to and upon, or to the uſe of the firſt and every other ſon and ſons of the body of the ſaid *J. S.* (now earl *R.*) lawfully begotten or to be begotten in tail male ſucceſſively; remainder to all and every the daughter and daughters of the body of the ſaid *J. S.* (now earl *R.*) lawfully to be begotten, and the heirs of the body and bodies of ſuch daughter and daughters iſſuing; remainder to Miſs *B. S.* (now counteſs of *S.*) for life; remainder to truſtees and their heirs during her life, *In truſt* to preſerve contingent uſes and eſtates; remainder to the firſt and every other ſon and ſons of the ſaid *B.* (now counteſs of *S.*) in tail male ſucceſſively; remainder to all and every the daughter and daughters of the ſaid *B.* now counteſs of *S.* lawfully to be begotten, and the heirs of the body and bodies of ſuch daughter and daughters; and in default of ſuch iſſue, to ſuch perſon and perſons, and for ſuch eſtate and eſtates, as the ſaid *R.* earl *R.* by any his deed or deeds in writing, to be by him ſealed and delivered in the preſence of two or more witneſſes, ſhould direct, limit, or appoint; and from and after the determination of ſuch eſtate and eſtates ſo to be appointed, or in default of ſuch limitation, to or upon, or to the uſe of the right heirs of the ſaid *R.* earl *R.* for ever. *In which* ſaid recited indenture of releaſe is contained a proviſo, that if the ſaid *J. S.* now earl *R.* ſhould in the life time of the ſaid *R.* earl *R.* or at any time after his death, conform to the church of *England* as by law eſtabliſhed, in ſuch manner as by the law touching popiſh recuſants or papiſts then in force within this realm, ſhould be required or directed; or if the ſaid *J.* now earl *R.* at the time of the deceaſe of the ſaid earl *R.* or at any time after, ſhould not, by the laws or ſtatutes touching popiſh recuſants or papiſts then in force within this realm, be diſabled and made incapable to purchaſe or take ſuch lands and hereditaments; then, and in either of the ſaid caſes, and not otherwiſe, the ſaid *C.* duke of *S.* and *R.* earl of *O.* and earl *M.* or the ſurvivor of them, and his heirs, (after failure of ſuch iſſue male of the body of the ſaid late earl *R.* and performance of the ſaid truſts, for raiſing money to pay his debts, and ſuch ſums of money as he ſhall appoint as aforeſaid, and ſubject to the truſt laſt mentioned) ſhould convey and ſettle the ſaid manors, lands and premiſſes thereby releaſed, or ſo much thereof as ſhould not be ſold or diſpoſed of for the purpoſes aforeſaid, to or upon, or to the uſe of the ſaid *J. S.* or his aſſigns, for the term of his natural life, without impeachment of waſte; to take effect from and immediately after the death of the ſaid earl *R.* in caſe the ſaid *J.* now earl *R.* ſhould then have conformed, or be capable to purchaſe or take as aforeſaid, or elſe ſo ſoon after as he ſhould ſo conform or be capable; with remainder, after

Proviſo in caſe of the now earl *R.*'s diſability to purchaſe or take ſuch lands.

after the determination of that eſtate, to truſtees and their heirs during the life of the ſaid earl *J.* in truſt to preſerve the contingent remainders; and that in ſuch caſe the truſt therein limited and declared to or for the benefit of the ſaid *C.* duke of *S.* and *R.* earl of *O.* and earl *M.* their executors and aſſigns, concerning the rents, iſſues, and profits aforeſaid, ſhould from thenceforth ceaſe and determine: and alſo in the ſaid indenture of releaſe is contained a power for the ſaid *C.* duke of *S.* and *R.* earl of *O.* and earl *M.* and the ſurvivor of them, for the better encouragement to take upon them the ſaid truſt, to deduct and be reimburſed all their charges and expences relating thereto; and alſo for them to retain and receive for him and themſelves till the death, conformity or capacity of the ſaid *J* earl *R.* to take, as aforeſaid, the yearly ſum of 200*l.* And alſo a power for the ſaid *J.* now earl *R.* in caſe he ſhould conform, as therein is mentioned, and be in poſſeſſion of the premiſſes; and for the ſaid truſtees, in caſe he ſhould not conform, to limit, ſettle and aſſure ſuch part or parts of the ſaid manors, &c. as and for a jointure for any woman or women that he the ſaid *J.* earl *R.* ſhould happen to marry, and for making proviſion for the portions and maintenance of the daughters and younger ſons of the ſaid marriage; and for him the ſaid earl *J.* to make leaſes of the ſame premiſſes when he ſhould be in poſſeſſion thereof, in ſuch manner as in the ſaid indenture of releaſe is mentioned; and alſo a power or proviſo for him the ſaid *R.* earl *R.* at any time or times then after, by any his deed or deeds in writing to be by him ſealed and delivered in the preſence of two or more witneſſes, or by his laſt will and teſtament in writing, to be publiſhed in the preſence of three or more witneſſes, to revoke and change all or any the eſtates, uſes, limitations, truſts, proviſoes and clauſes therein before expreſſed or mentioned; and by the ſame or any other deed or deeds or will in like manner executed or publiſhed, to declare or limit any new or other uſes, eſtates and truſts concerning the ſame. *And whereas* the

R. earl of *R.* his will.

ſaid *R.* earl *R.* made his laſt will and teſtament in writing, bearing date, &c. and thereby (among other things) gave to Mrs. *E. C.* one of the daughters of Sir *P. C.* baronet, the annuity or yearly ſum of 500*l.* payable out of the *Exchequer*, for the reſidue of a term of 9[illegible] years therein mentioned then to come: *And alſo* gave to the ſaid *E. C.* and his heirs, his manſion-houſe, called *R.* in the county of *M.* with the, &c. and alſo gave to the ſaid *E. C.* the ſum of 2000*l.* and ſeveral other ſpecific legacies: *And* alſo gave to the ſaid *B.* (now counteſs of *S.*) 10,000*l.* to be paid her at her age of 21 years, if then living, (and not to her executors, &c. if dead before) or day of marriage, with ſuch conſent as therein after is mentioned, which ſhould firſt happen, with intereſt for her maintenance until the ſaid 10,000*l.* ſhould become payable; and if the ſaid *B.* counteſs of *S.* ſhould in the mean time marry without ſuch conſent, then his will was, that the ſaid legacy of 10,000*l.* ſhould go to and remain for the benefit of the iſſue of her body equally, ſhare and ſhare alike, if ſhe ſhould have more children than one, and if but one, then for the benefit of ſuch only child; and in caſe ſhe ſhould have no iſſue living at her death, then the ſaid 10,000*l.* ſhould veſt in and go to his executors the better to enable them to perform the truſts of his ſaid will; and he did thereby direct that the ſaid *B.* counteſs of *S.* ſhould

Legacies.

marry

marry with conſent in writing of the ſaid *E. C.* alias *J.* firſt had; and that the ſaid *E. C.* alias *J.* ſhould have the diſpoſition and management of the ſaid maintenance, for the benefit of the ſaid *B.* counteſs of *S.* And he hereby appointed, that all his houſhold goods and furniture remaining at his capital ſeat of *R. S.* ſhould continue there as heir-looms; and that the leaſes and eſtates, and intereſts, which he held from the crown, of the old and new pale lodges of the foreſt of *D.* and other hereditaments and privileges in the county of *C.* with the benefit of renewal, ſhould remain and be for the benefit of the perſon and perſons for the time being who ſhould enjoy his ſaid capital ſeat, by virtue of any ſettlement he had made or ſhould make; and did thereby appoint, that all his juſt debts, of what kind ſoever, ſhould be paid in the firſt place after his deceaſe; and gave ſeveral other legacies; and did nominate and appoint the ſaid *C.* duke of *S.* and *R.* earl of *O.* and earl *M.* executors of his ſaid will; and the better to enable them to perform his ſaid will, gave and deviſed to his ſaid executors all ready money, arrears of rent, and all debts that then were, or which at his death ſhould be owing to him, by any perſon or perſons whatſoever, goods, chattels, and perſonal eſtate, not therein before ſpecially deviſed, upon truſt to perform his ſaid will: and to the intent the ſaid will might be fulfilled, he charged all his manors, lands and hereditaments in the counties of *E. C. L.* and *Y.* with the raiſing of ſuch ſum and ſums of money, for the payment of his debts, legacies and funeral expences, which his perſonal eſtate not deviſed for other purpoſes ſhould fall ſhort to pay and ſatisfy. *Provided* nevertheleſs, that his will was, that all ſuch debts as were then charged upon any part of his lands by mortgage, ſhould not be paid out of his perſonal eſtate, but ſhould remain a charge upon his lands, ſo that the aforeſaid legacies by him given might not be retarded in the payment thereof. *And whereas* by a codicil or writing, bearing date, &c. annexed to and made part of the ſaid will, the ſaid *R.* earl *R.* among ſeveral other legacies and bequeſts, gave to *R. S.* therein named, during his life, all that farm called *H. Farm*, near the city of *C.* and all the lands, hereditaments and appurtenances thereunto belonging, to take effect in poſſeſſion from and after the determination of the leaſes thereof, then being: *And alſo* gave and bequeathed to Mrs. *K. D.* 50*l.* a-year for her life, payable quarterly from his death, clear of all taxes and charges; and alſo to *K. D.* her daughter 50*l.* a-year for her life, payable quarterly from his death, clear of all taxes and charges. *And whereas* the ſaid *R.* earl *R.* died on, &c. without having made any revocation of any of the uſes in the ſaid recited ſettlement, according to the power reſerved to him for that purpoſe, leaving iſſue of his body his only child, *E.* the counteſs of *B.* who is ſince alſo dead, leaving iſſue of her body only one daughter, the lady *P. B.* *And whereas* the ſaid *B.* now counteſs of *S.* intermarried with the ſaid *F.* earl of *S.* by and with the conſent and good-liking of the ſaid *E. C.* alias *J.* as by writing under the hand of the ſaid *E. C* alias *J.* bearing date, &c. doth appear; *And whereas* ſince the death of the ſaid *R.* earl *R.* the manors of, &c. in the county of *C.* formerly the eſtate of *W. M.* and the, &c. and the reverſion of a ſmall burgage in *N.* which were parcel of the inheritance of the ſaid late earl *R.* being part of the truſt-eſtate veſted in them the ſaid *C.* duke of *S.* and *R.* earl of *O.* and earl *M.*

Charges all his eſtates with payment of debts and legacies.

Codicil.

R. earl *R.*'s death, without revoking the uſes in the ſettlement.

His iſſue.

Sale of lands in *C.* purſuant to a decree.

and

and their heirs, in and by the ſaid recited indentures of leaſe and releaſe, in truſt as aforeſaid, have been ſold by the ſaid truſtees, unto the ſaid *J.* *B.* earl of *B.* for the ſum of 22,000*l.* and the ſaid manors, &c. purſuant to a decree of the court of Chancery in that behalf, have accordingly been conveyed to him the ſaid *J.* *B.* earl of *B.* and his heirs; and the ſaid ſum of 22,000*l.* ariſing by ſuch ſale, hath been by them the ſaid *C.* duke of *S.* and *R.* earl of *O.* and earl *M.* paid and applied in diſcharge of the mortgage ſtanding out upon the ſaid truſt-eſtate in the ſaid county of *C.* and for other purpoſes, in purſuance of the ſaid truſt: *And whereas* by a decretal order of the court of Chancery, made the, &c. in a cauſe wherein *A.* *F.* (wife of *W.* *F.* the elder) *W.* *F.* the younger, and *E.* *F.* by their next friend, and others, were plaintiffs, and the ſaid *J.* *B.* earl of *B.* the ſaid lady *P.* *B.* (an infant, by the ſaid *J.* *B.* earl of *B.* her father and guardian) the ſaid *J.* now earl of *R.* *F.* earl of *S.* and *B.* counteſs of *S.* his wife, an infant by the ſaid earl of *S.* her huſband and guardian, the ſaid *R.* earl of *O.* and earl *M.* and *W.* *F.* the elder, were defendants; *It was* (amongſt other things) ordered and decreed, that the ſaid earl of *O.* and earl *M.* the ſurviving truſtee and executor of the ſaid *R.* late earl *R.* ſhould come to an account before *J.* *H.* eſq; (one of the maſters of the ſaid court of Chancery) for the perſonal eſtate of the ſaid late earl *R.* not by him ſpecifically deviſed, and for the rents and profits of the ſaid truſt-eſtate received by the ſaid earl of *O.* and earl *M.* or any other perſon for his uſe, and alſo for the monies that have been raiſed by the ſale of any part of the ſaid late earl *R.*'s real eſtate; and that the ſaid maſter ſhould examine into and ſtate the ſaid late earl's debts and legacies remaining unpaid, and compute intereſt for the ſaid legacies, as is therein mentioned. And as to the ſaid annuities given by the will of the ſaid late earl *R.* the ſame were to continue a charge on the ſaid real eſtate; and it was further ordered, that the ſaid perſonal eſtate, and the rents and profits of the truſt-eſtate, and the money raiſed by any ſuch ſale, after all juſt deductions and allowances made thereout, ſhould be applied in the firſt place to pay the ſaid teſtator's debts, and then his legacies, with intereſt, as far as the ſame would extend: and if there ſhould not be ſufficient for that purpoſe, then it was further ordered and decreed, that the ſaid defendant the earl of *O.* and earl *M.* ſhould, according to the power in the ſaid ſettlement, ſell or grant leaſes, or make mortgages of ſo much of the ſaid truſt-eſtate remaining unſold, as the ſaid maſter ſhould find to be moſt for the benefit of the parties intereſted therein, and ſufficient to pay off the ſaid deficiencies: *And* the ſaid maſter was to allow of the ſaid ſales, leaſes and mortgages; and the money raiſed thereby was to be applied to pay off and diſcharge ſuch of the ſaid teſtator's debts and legacies, with intereſt, which the ſaid perſonal eſtate, and the rents and profits of the truſt-eſtate, and the money raiſed by any ſale then already made, ſhould fall ſhort to pay; and all parties were to be paid their coſts of the ſaid ſuit out of the ſaid eſtate. *And whereas* the accounts of the ſaid late duke of *S.* and *R.* earl of *O.* and earl *M.* the truſtees and executors of the ſaid *R.* late earl *R.* as well of the monies raiſed or received by the ſaid late duke of *S.* and *R.* earl of *O.* and earl *M.* in the life-time

Truſtees decreed to account for perſonal eſtate.

Annuities to ſtand charged.

Sales or mortgages to be made, and leaſes granted.

Accounts taken by the maſter.

of the ſaid late duke of *S.* as of thoſe raiſed or received ſince his death, by the ſaid *R.* earl of *O.* and earl *M.* out of the ſaid late earl *R.*'s perſonal eſtate, or the rents and profits of his truſt-eſtates, or by ſale of part, or by fines on the ſaid earl of *O.*'s granting or renewing leaſes of other part of the ſaid truſt-eſtate, and of the application of the ſaid monies, ſo raiſed or received in diſcharge of the debts and legacies of the ſaid late earl *R.* or otherwiſe, in relation to the ſaid truſt and executorſhip, were taken by the ſaid *J. H.* eſq; maſter in Chancery, purſuant to the ſaid decree, as appears by his report in the ſaid cauſe. *And* by his report, bearing date, &c. the ſaid maſter certified, that there then remained due from the ſaid late earl *R.*'s eſtate, for the ſaid portion the ſaid ſum of 10,000*l.* given by his ſaid will to the ſaid *B.* now counteſs of *S.* and in the whole for the ſame and for other legacies given by the ſaid late earl *R.* and the intereſt thereof, and for his debts in ſuch report mentioned, the ſum of 14,772*l.* 16*s.* 4*d.* *And whereas* by indenture *tripartite*, bearing date, &c. between the right honourable *T.* late earl of *R.* deceaſed, father of the ſaid earl *R.* and *T.* lord viſcount *C.* elder brother of the ſaid earl *R.* *J. S.* eſq; and *R. P.* eſq; of the ſecond part, and the right honourable *W. G. R.* late earl of *D.* the right honourable *W.* late earl of *S.* *J. G. H.* eſq; and *R. H.* gent. of the third part, *In* conſideration of a marriage then lately had and ſolemnized between the ſaid *T.* lord viſcount *C.* and the right honourable lady *H. C. S.* ſiſter of the ſaid *W. G. R.* late earl of *D.* the greateſt part of the eſtate of the ſaid late earl *R.* in the county of *E.* was charged with the ſum of 10,000*l.* for the portion and portions of the daughter and daughters of that marriage, in ſuch manner as in the ſaid indenture *tripartite* is mentioned. *And whereas* there was iſſue of the ſaid marriage only one daughter, *viz.* the honourable *C. C. S.* who upon the death of the ſaid *T.* late lord *C.* her father, became intitled to the ſaid ſum of 10,000*l.* as her portion ſo charged on the ſaid eſtate in *E.* as aforeſaid; and the ſaid *C. C. S.* being ſo intitled thereto, is ſince deceaſed, and adminiſtration *de bonis non* with her will annexed, hath been granted to the right honourable *J.* earl of *D.* and the ſaid *J.* earl of *D.* hath been, and now is in the actual poſſeſſion of the premiſſes in the ſaid county of *E.* ſo charged with the raiſing and paying the ſaid ſum of 10,000*l.* *And whereas* the ſaid *J.* earl of *D.* and *F.* earl of *S.* and *J.* earl of *B.* for ending and determining all ſuits and differences touching the monies due to him the ſaid *J.* earl of *D.* on account of the ſaid *C. C. S.* as aforeſaid, have agreed and determined, that there is due to the ſaid *J.* earl of *D.* in reſpect thereof, the principal ſum of 5020*l.* and that the ſaid *J.* earl of *D.* ſhall be paid and allowed intereſt for the ſame, from the ——— day of, &c. to the ——— day of, &c. after the rate of three pounds *per cent. per annum*, and that deducting out of the amount of the ſaid principal and intereſt, the ſeveral ſums of money received by him the ſaid *J.* earl of *D.* and his agents or receivers, out of the ſaid eſtate in *E.* whereof he has been, and now is in poſſeſſion, as aforeſaid, or which is charged with the ſaid 10,000*l.* portion, as aforeſaid, (after all juſt allowances made the ſaid *J.* earl of *D.* thereout,) the balance reſulting from the ſaid account ſhall be paid unto the ſaid *J.* earl of *D.* his executors, &c. on or before the ſaid ——— day of, &c. in ſuch manner as is herein after mentioned; and that in default

His report.

Debts and legacies. 14,772l. 16s. 4d.

Eſtate of late earl *R.* in *E.* charged with 10,000l. on marriage of *T.* lord viſcount *C.* and lady *H. C. S.*

Iſſue a daughter, intitled to the ſaid 10,000l.

Her death.

Agreement to end ſuits.

That there is due to earl of *D.* 5020l.

Principal, who ſhall be allowed intereſt, &c.

default of payment thereof, on or before the ſaid —— day of, &c. the ſame ſhall carry intereſt from that time, after the rate of 5*l. per cent. per ann.* till full payment and ſatisfaction thereof; and the ſaid *J.* earl of *D.* is intitled to continue and be in the poſſeſſion and perception of all the rents, iſſues and profits thereof, until he ſhall be fully paid the ſum of 5020*l.* with intereſt, as aforeſaid, and which is agreed in the firſt place to be paid out of the ſaid eſtate ſo charged, with the ſaid portion of 10,000*l.* and that the ſame eſtate ſhall continue, remain and be charged and chargeable with, and ſubject and liable to the payment of the ſaid 5020*l.* and intereſt for the ſame, as in manner aforeſaid; and that he the ſaid *J.* earl of *D.* his executors, &c. ſhall and may, now and at all times hereafter, remain, continue, and be in the poſſeſſion, receipt and perception of the rents and profits thereof and of every part thereof, until he or they ſhall be fully paid or ſatisfied the ſaid 5020*l.* and intereſt for the ſame, as aforeſaid; *And whereas* it is acknowledged and agreed by the parties deſiring this bill that the ſaid *R.* late earl *R.* had not power to make ſuch ſettlement by the ſaid recited indentures of leaſe and releaſe, of the ſaid eſtate in the county of *L.* for that the ſame was the inheritance of the right honourable *P.* viſcounteſs *C.* his late wife deceaſed; and by indenture *tripartite*, bearing date, &c. between the ſaid *P.* late viſcounteſs *C.* by the name of *P. D.* ſiſter and heir of *R. D.* late of *W.* in the county of *L.* eſq; deceaſed, of the firſt part; *H. B.* eſq; *T. N.* eſq; Sir *H. R. L.* eſq; *J. W.* eſq; and *T. L.* gent. therein named, of the ſecond part, and the ſaid *R.* late earl *R.* by the name of the honourable *R. S.* eſq; ſecond ſon of the right honourable *T.* earl *R.* by the name of the honourable *R. S.* eſq; ſecond ſon of the right honourable the earl *R.* viſcount *C.* viſcount *S.* of *R. S.* lord *D.* baron of *C.* of the third part, *In conſideration* of a marriage then intended, and ſoon after had and ſolemnized, between the ſaid *R.* late earl *R.* and *P. D.* and for other conſiderations in the ſame indenture *tripartite* mentioned, was ſettled, limited and aſſured, *To the uſe* of the ſaid *P. D.* and her heirs, until the ſaid intended marriage ſhould be had and ſolemnized; and immediately after the ſolemnization thereof, then as to the ſaid capital meſſuage, called, &c. in the ſaid county of *L.* *To the uſe* of the ſaid *P.* and *R.* late earl *R.* for their lives, and the life of the longer liver of them, without impeachment of waſte; remainder to the ſaid truſtees and their heirs during their lives, and the life of the ſurvivor of them, in truſt to preſerve contingent eſtates; *Remainder* to the firſt, &c. ſons of the ſaid *P. D.* by the ſaid *R.* late earl *R.* to be begotten in tail male ſucceſſively; *Remainder* to the daughters of the ſame *P. D.* by the ſaid earl *R.* and the heirs of their bodies; *Remainder* to the right heirs of the ſurvivor of them the ſaid *P. D.* and *R.* late earl *R.* *And as* to all the reſt and reſidue of the manors, lands, tenements and hereditaments in the ſame indenture *tripartite* compriſed, immediately from and after the ſolemnization of the ſaid marriage, *To the uſe* of ſuch perſon and perſons, and for ſuch eſtates, and for ſuch ends and purpoſes, as ſhe the ſaid *P. D.* either with or without the ſaid *R.* late earl *R.* ſhould by any deed in writing, to be by her ſigned and ſealed in the preſence of two or more witneſſes declare, limit, or appoint; and in default of ſuch declaration, limitation, or appointment, *To the uſe* of the ſaid *P. D.* and the heirs of

Earl of *D.* to be in poſſeſſion till paid, and receive the rents, &c.

R. late earl *R.* had not power to make ſuch ſettlement of the eſtate in *L.*

Recital of ſettlement on her marriage.

to ſuch uſes, &c.

her body; *Remainder* to her own right heirs: *And* the ſaid manors, &c. ſo reſerved and left in the power of her the ſaid *P.* late viſcounteſs *C.* to ſettle and limit as aforeſaid, were by indenture, bearing date, &c. made between the ſaid *P.* late viſcounteſs *C.* of the one part, and *E. W.* eſq; *W. P. L.* eſq; and *A. M.* ſpinſter, therein named of the other part, ſettled, limited and aſſured, (after the deceaſe of the ſaid *P.* and *R.* late earl *R.* and on failure of iſſue male of her body by the ſaid earl *R.* and ſubject to the truſts declared of a term of 99 years ſince performed, or determined;) *To the uſe* of all and every the daughter and daughters of the ſaid *P.* late viſcounteſs *C.* by the ſaid *R.* late earl *R.* *Remainder* to the heirs of the body of the ſaid viſcounteſs *C.* *Remainder* to the heirs of the body of the ſaid *R.* by any other wife; *Remainder* to *H. T.* of *C.* &c. eſq; for life, without impeachment of waſte; *Remainder* to truſtees and their heirs during his life, in truſt to preſerve contingent eſtates; with *Remainder* to the firſt and other ſons of the ſaid *H. T.* in tail male ſucceſſively; *Remainder* to the right heirs of the ſaid *P.* late viſcounteſs of *C.* for ever; *ſo that* no eſtate of inheritance, in any part of the premiſſes in the county of *L.* ever veſted in the ſaid *R.* late earl *R.* but the ſame, upon the death of the ſaid *P.* late viſcounteſs of *C.* did, according to the ſeveral limitations thereof, in the ſaid ſettlements reſpectively contained, come unto, and veſted in the ſaid *E.* late counteſs of *B.* as only daughter of the ſaid *P.* late viſcounteſs *C.* and the heirs of her body, with ſuch remainders over as in the ſaid ſettlements reſpectively are mentioned; *And whereas* the ſaid *J.* earl *R.* *F.* earl of *R.* and *B.* counteſs of *S.* his wife, and *J* earl of *B.* are ſatisfied, and do agree, that the ſaid manor of *B.* and other the premiſſes in the county of *Y.* in conſideration of the ſaid marriage of the ſaid *R.* late earl *R.* with the ſaid *P.* late viſcounteſs *C.* were ſettled to the ſame uſes, that the capital meſſuage called *W.* in the county of *L.* were ſettled by the ſaid indenture of, &c. and did in like manner, upon the death of the ſaid *R.* late earl *R.* come unto and veſt in the ſaid *E.* late counteſs of *B.* and the heirs of her body; and upon her death deſcended unto, and are ſtill veſted in the ſaid lady *P. B.* her only daughter, of ſuch eſtates as aforementioned; and that the deeds and evidences, conſtituting and avouching the lady *P. B.*'s title to the ſame premiſſes, are all loſt or deſtroyed. *And whereas* after the marriage of the ſaid *E.* counteſs of *B.* with the ſaid *J. B.* earl of *B.* a fine was levied by them two of the ſaid manors, lands and hereditaments in the ſaid county of *L.* and by indenture, bearing date, &c. between the ſaid *J.* earl of *B.* and *E.* counteſs of *B.* of the one part, and *R. P.* and *E. J.* eſqrs. therein named, of the other part, *The* uſe of the ſaid fine was declared to the uſe of *J.* earl of *B.* for life without impeachment of waſte; *Remainder* to the ſaid *E.* then counteſs of *B.* for the term of her natural life, without impeachment of waſte; *Remainder* to the ſaid *T. P.* and *R. J.* for the term of 500 years, upon certain truſts, which are all yet performed or determined; *Remainder* to the firſt and other ſons of the ſaid *E.* then counteſs of *B.* by the ſaid *J.* earl of *B.* in tail male ſucceſſively; *Remainder* to the daughter or daughters of the ſaid counteſs of *B.* by the ſaid earl in tail; *Remainder* to the right heirs of the ſurvivor of them the ſaid *J.* earl of *B.* and *E.* counteſs of *B.*

No eſtate of inheritance ever veſted in *R.* late earl *R.* but in *E.* late counteſs of *B.*

Date of on ſaid marriage of *R.* late earl *R.* and ſaid viſcounteſs *C.* veſted in lady *P. B.* daughter of *E.* late counteſs of *B.*

A fine of lands in *L.* and uſes declared.

How the profits of the eſtates on the late earl *R.*'s death devolved.

And whereas it is inſiſted by the ſaid *J.* earl of *B.* that the right and title to the perception of the rents and profits of the eſtates of the ſaid *R.* late earl *R.* in the counties of *C.* and *E.* did immediately upon the ſaid earl *R.*'s death, during and by reaſon of the incapacity or non-conformity of the ſaid *J.* now earl *R.* reſult unto, or devolve upon the ſaid *E.* late counteſs of *B.* as heir at law of the ſaid earl *R.* and after her death, unto or upon the ſaid *P. B.* her daughter, as right heir of her ſaid mother, and likewiſe of her ſaid grand-father. *And whereas* divers ſuits and controverſies have ariſen among the parties intereſted in the eſtates of the ſaid *R.* late earl *R.* relating to the ſeveral ſettlements, diſpoſitions and deſcents thereof, and titles thereunto; and for the ending and determining the ſaid ſuits and controverſies, the ſaid *J.* earl of *B.* for himſelf, and on the behalf of the ſaid *P. B.* his daughter, *And F.* earl of *S.* for himſelf, and on the behalf of the ſaid *B.* counteſs of *S.* his wife, and *W. H.* their ſon. *And* the ſaid *J.* now earl *R.* have mutually agreed among themſelves that the ſaid manors, &c. every or any of them, in the ſaid county of *L.* ſubject to the ſeveral mortgages which have been made of the ſame together with the other lands, &c. of the ſaid *R.* late earl *R.* in the ſaid county of *L.* for ſecuring the principal ſums of 1500*l.* and 600*l.* and intereſt, ſhall be ſettled, limited and aſſured, unto and upon the ſaid *J. B.* earl of *B.* for life, without impeachment of waſte, *remainder* to the ſaid *P. B.* and the heirs of her body; *remainder* the right heirs of the ſaid *R.* earl of *R.* *And alſo* that all other premiſſes in the ſaid county of *L.* (ſubject to the ſeveral mortgages the ſaid principal ſums of 1500*l.* and 600*l.* and intereſt) ſhall be ſettled, limited and aſſured, unto and upon the ſaid *J. B.* earl of *B.* for life, without impeachment of waſte; *remainder* to the ſaid *P.* and the heirs of her body; and in default of ſuch iſſue, to ſuch perſon and perſons, and to and for ſuch uſes, eſtates, intents and purpoſes, as would and might be capable to take effect by virtue of the limitations expreſſed and declared of and concerning the ſame premiſſes, in and by the ſaid indenture of, &c. from and after failure of iſſue of the body of the ſaid *P.* late viſcounteſs *C.* in caſe this preſent act had not been made, *And alſo* that the ſaid manors, &c. late the eſtate of the ſaid *R.* late earl *R.* in the county of *Y.* ſhall be and remain to the ſaid *J.* earl of *B.* for life, without impeachment of waſte; *remainder* to the ſaid lady *P. B.* and the heirs of her body; *remainder* to ſuch perſon and perſons, who ſhall be capable, at the time of failure of the heirs of her body, to take lands by deſcent, as right heir of the ſaid *R.* earl *R.* his, her, or their heirs and aſſigns for ever: *And alſo* that there ſhall be raiſed and paid out of the eſtate of the ſaid *R.* late earl *R.* in the county of *C.* unto the ſaid *J.* now earl *R.* his executors, adminiſtrators and aſſigns, the ſum of 7000*l.* of lawful money of *G.* with legal intereſt for the ſame, from the —— day of —— which was, &c. *And alſo* that beſides the 10,000*l.* given to *B.* the ſaid counteſs of *S.* by the will of the ſaid *R.* late earl *R.* there ſhall be paid to the ſaid *F.* earl of *S.* and *B.* counteſs of *S.* out of the lands, tenements, and hereditaments in the county of *C.* herein after limited and appointed to be ſettled on the ſaid *J.* earl of *B.* and *P. B.* the ſum of 2510*l.* and intereſt for the ſame, from the —— day of ——

Suits and controverſies.

The eſtate in *J.* ſhall be to the earl of *B.* for life.

Remainder to *P. B.* and the heirs of her body remainder, &c.

Eſtate in *Y.* to earl *B.* for life remainder to lady *P. B.* and the heirs of her body, remainder, &c. eſtate in *C.* to raiſe and pay the now earl *R.* 7000*l.*

And 10,000*l.* to *B.* counteſs of *S.* and to *F.* earl of *S.* and ſaid *B.* counteſs of *S.* 2510*l.*

wh

which was, &c. to the intents and purpoſes hereafter mentioned; *And that* the ſaid whole ſum of 5020*l.* and ſuch intereſt for the ſame as aforeſaid, ſhall be paid by *R.* earl of *O.* and earl *M.* by money to be raiſed by or out of the ſaid manors, meſſuages, lands, tenements, and hereditaments in the county of *C.* *And that* ſubject to the payment of the ſaid 7000*l.* and intereſt to the ſaid *J.* now earl *R.* and to the payment of the ſaid 2510*l.* to the ſaid *F.* earl of *S* and *B.* counteſs of *S.* with intereſt as aforeſaid, and to the payment of the ſaid 5020*l.* and intereſt for the ſame as aforeſaid, to the ſaid *J.* earl of *D.* and to the annuities given by the will of the ſaid *R.* late earl *R.* to the ſaid *K. D.* and *K. D.* her daughter, and to the deviſe of *H.* farm aforeſaid, to the ſaid *R. S.* for his life, and to the ſaid 200*l.* *per annum*, to the ſaid *R.* earl of *O.* and earl *M.* as ſurviving truſtees under the ſaid *R.* late earl *R.*'s ſettlement, and to all other the debts and legacies of the ſaid *R* late earl *R.* yet remaining due and unpaid; the manors, &c. late of the ſaid *R.* late earl *R.* in the ſaid county of *C.* now remaining unſold, ſhall be ſettled and aſſured unto and upon truſtees and their heirs to the uſe of, or in truſt for the ſaid *J. B.* earl of *B.* during the natural life of the ſaid *J.* earl *R.* with power to make leaſes, and ſubject to a proviſion for the maintenance of the ſaid lady *P. B.* in ſuch manner as is herein after mentioned, and ſubject to a proviſo for the benefit of the right honourable the lady *E. S.* ſiſter of the ſaid late earl *R.* as is herein after-mentioned; and from and after the deceaſe of the ſaid *J.* earl *R.* to the uſe of the ſaid lady *P. B.* and the heirs or her body; remainder to ſuch perſon or perſons, who ſhall be capable at the time of failure of ſuch heirs of her body to take lands by deſcent as right heir of the ſaid *R.* earl *R.* his, her, or their heirs and aſſigns for ever; *And that* the ſaid *R.* late earl *R.*'s eſtate in the ſaid county of *E.* ſhall be ſettled and aſſured unto, and upon the ſaid *B.* counteſs of *S.* for her life; remainder to the firſt and other ſons of the ſaid *B.* counteſs of *S.* in tail male ſucceſſively, with remainder to her daughters in tail, as tenants in common; remainder to the ſaid *B.* counteſs of *S.* and the heirs of her body; remainder to the ſaid *P. B.* and the heirs of her body; remainder to the right heirs of the ſaid *R.* late earl *R.* *And that* the rents, iſſues and profits of the ſaid ſeveral eſtates in the counties of *L. Y. C.* and *E.* reſpectively, not applied to the performance of the ſeveral truſts aforementioned, or any of them, ſhall from the —— day of, &c. be received, and ſhall belong, and be accounted for, to the ſeveral perſons reſpectively to whom the ſame eſtates reſpectively are herein after limited in poſſeſſion, after the ſaid truſts repoſed in the ſaid *R.* earl of *O.* and earl *M.* as aforeſaid, are performed; *But* the ſaid lady *P. B.* as alſo the ſaid *W. H.* ſon of the ſaid counteſs of *S.* being both under the age of 21 years, ſuch ſettlements agreed on cannot be made, nor the ſaid agreement rendered effectual, without the aid of parliament: *May*, &c. at the humble requeſt and deſire of your majeſty's faithful and loyal ſubjects, *F.* earl of *S.* and *B.* counteſs of *S.* his wife, *J. B* earl of *B.* and the lady *P. B.* his daughter, and the ſaid *J.* now earl *R.* that it may be enacted, *And be it enacted*, by, &c. that the ſaid manors, &c. in the ſaid county of *L.* whereof or wherein, or whereunto the ſaid *R.* late earl *R* or any other perſon or perſons in truſt for him, was or were ſeiſed or poſſeſſed of, or any ways intitled to in law and equity, at the time of his deceaſe, ſituate, ſtanding,

and that the whole ſhall be paid by the earl of *O.* and earl *M.* ſubject to the payment of 7000*l.* 2510*l.* 5020*l.* and to annuities in the will, &c.

The eſtate in E. to be ſettled upon *B.* counteſs of *S.* for life, remainder, &c rents, &c. in *L. Y. C* and *E.* ſhall belong to perſons hereafter limited. *P. B* and *W. H.* under age.

Enacted, that the eſtate in *L* ſhall be ſettled to the uſe of *J. B.* earl of *B.* for life, remainder, &c.

ing, lying and being in, &c. or any of them, in the ſaid county of *L.* with their and every of their appurtenances, from and after —— &c. ſhall be veſted and ſettled, and the ſame are hereby enacted to be veſted and ſettled in and upon, or *To the uſe* of the ſaid *J. B.* earl of *B.* for and during the term of his natural life, without impeachment of waſte: and immediately from and after his deceaſe, *To the uſe* and behoof of the ſaid lady *P. B.* and the heirs of her body lawfully to be begotten; and in default of ſuch iſſue, *To the uſe* of the right heirs of the ſaid *R.* late earl *R.* free and diſcharged from all right, title, intereſt or demand of the ſaid *B.* counteſs of *S.* and her iſſue, and of the ſaid *J.* earl *R* and his iſſue; but ſubject nevertheleſs to the ſeveral mortgages made of any part thereof by the ſaid *R.* late earl *R.* or *P.* viſcounteſs *C.* or either of them,; *And that* the ſaid manor, &c. in the county of *L.* (ſave and except, &c. ſome or one of them) with their and every of their appurtenances, ſhall from and after the ſaid, &c. be veſted and ſettled, and are hereby enacted to be veſted and ſettled in and upon, or *To the uſe* of the ſaid *J. B.* earl of *B.* for and during the term of his natural life, without impeachment of waſte; and immediately from and after his deceaſe, *To the uſe* and behoof of the ſaid lady *P. B.* and the heirs of her body lawfully to be begotten; and for want of ſuch iſſue, *To the uſe* of ſuch perſon and perſons, and upon ſuch truſts, and to and for ſuch uſes, intents and purpoſes, and ſubject to ſuch limitations, as in and by the ſaid indenture of the, &c. from and after failure of iſſue of the body of the ſaid *P.* late viſcounteſs *C.* were limited, created, expreſſed and declared of and concerning the ſame premiſſes, or ſuch and ſo many of them as are capable to take effect, in the ſame manner as if this act had not been made; ſubject nevertheleſs to the ſeveral mortgages made of any part of the ſame premiſſes by the ſaid *R.* earl *R.* and *P.* late viſcounteſs *C.* or either of them: *And be it alſo enacted* by the authority aforeſaid, that the ſaid manor of *B.* and all, &c. whereof or wherein the ſaid *R.* late earl *R.* or any perſon or perſons in truſt for him was or were ſeiſed or poſſeſſed of, or intitled unto, in law or equity, at the time of his deceaſe, ſituate, &c. or elſewhere in the ſaid county of *Y.* with their and every of their rights, royalties, members and appurtenances, ſhall from and after the ſaid —— day of, &c. be veſted and ſettled in and upon, and are hereby enacted to be veſted and ſettled in and upon, or to the uſe of the ſaid *J. B.* earl of *B.* for and during the term of his natural life, without impeachment of or for any manner of waſte; and immediately from and after his deceaſe, *To the uſe* of the ſaid *P. B.* and the heirs of her body lawfully to be begotten; and in default of ſuch iſſue, to the uſe of ſuch perſon or perſons, who ſhall be capable at the time of failure of ſuch iſſue, to take lands by deſcent, as right heir of the ſaid *R.* earl *R.* his, her or their heirs and aſſigns for ever, free and diſcharged of and from all right, title, intereſt or demand of the ſaid *B.* counteſs of *S.* and her iſſue, and of the ſaid *J.* earl *R.* and his iſſue. *And be it further enacted* by the authority aforeſaid, that the ſaid manors or lordſhips, meſſuages, farms, lands, tenements, hereditaments and premiſſes in the ſaid counties of *L.* and *Y.* ſhall at all times from and after the ſaid —— day of, &c. remain, continue, and be held and enjoyed by the ſeveral perſons, to and for the ſeveral uſes or eſtates hereby limited, expreſſed and declared of and concerning the ſame reſpectively,

The eſtate in *Y.* to the uſe of the ſaid earl of *B* for life, remainder, &c,

The eſtate in *L.* and *Y.* to be enjoyed by the ſeveral perſons, and for the uſes hereby limited.

ſpectively, freed and diſcharged, and abſolutely acquitted of and from all claims and demands whatſoever from the ſaid *J.* earl *R.* his heirs or iſſues, or from the ſaid *F.* earl of *R.* and *B.* counteſs of *R.* or either of them, or either of their heirs or iſſues. *And be it further enacted* by the authority aforeſaid, that all and every the honours, &c. in the ſaid county of *C.* whereof or wherein he the ſaid *R.* late earl *R.* or any perſon or perſons in truſt for him, was or were ſeiſed or poſſeſſed, or any way intitled unto in law or equity at the time of his deceaſe, with their and every of their rights, royalties, members and appurtenances, (except the ſaid manors, &c.) *Subject* to the payment of the ſaid annuities of, &c. ſhall be veſted and ſettled in and upon, and are hereby enacted and declared to be veſted and ſettled in and upon the ſaid *R.* earl of *O.* and earl *M.* his heirs and aſſigns, to the only uſe and behoof of the ſaid *R.* earl of *O.* and earl *M.* his heirs and aſſigns for ever, freed and diſcharged (ſaving as is herein after expreſſed or declared) of and from all and every the eſtates, uſes, limitations, truſts, proviſoes, clauſes, powers and agreements, expreſſed, limited and declared of or concerning the ſame, in and by the ſaid recited indentures of leaſe and releaſe, bearing date, &c. in and by the ſaid will and codicil of the ſaid *R.* late earl *R.* or any of them, and freed alſo and diſcharged from all titles, claims or demands whatſoever, of them the ſaid *F.* earl of *S.* and *B.* counteſs of *S.* or either of them, or their reſpective iſſues; but nevertheleſs upon the truſts, and to and for the ſeveral ends, intents and purpoſes, and under and ſubject to the ſeveral powers, proviſoes, limitations, and declarations herein after mentioned, expreſſed, limited, created and declared, of and concerning the ſame, that is to ſay, *In truſt* and to the intent that he the ſaid *R.* earl of *O.* and earl *M.* and his heirs, ſhall and do, by ſale or ſales, mortgage or mortgages, leaſe or leaſes, of ſuch part and parts of the ſaid honours, barony, caſtle, manors, parks, meſſuages, farms, lands, tenements and hereditaments in the ſaid county of *C.* as he ſhall judge and think neceſſary and convenient, at the beſt prices that can be had for the ſame, and by and out of the rents and profits, or fines, to be taken upon any leaſe of the premiſſes in the mean time, or by all or any of the ſaid ways or means, raiſe, pay off, and diſcharge the ſeveral ſums of money and incumbrances following, that is to ſay, unto the ſaid *F.* earl of *S.* and *B.* counteſs of *S.* his wife, the ſaid legacy or ſum of 10,000*l.* by the ſaid late earl *R.*'s will given her the ſaid counteſs of *S.* and intereſt due, and to become due for the ſame, and alſo unto the ſaid *J.* now earl *R.* his executors, &c. the ſaid ſum of 7000*l* and all intereſt for the ſame, to be computed from the —— day of, &c. until the time of the payment of the ſame principal ſum, and alſo unto the ſaid *F.* late earl of *S.* and *B.* counteſs of *S.* his wife, or one of them, the ſaid ſum of 2510*l.* ſo ſtipulated and agreed to be paid to them, as aforeſaid, with intereſt for the ſame, to be computed from the —— day of, &c. to enable the ſaid *F.* earl of *S.* and *B.* his wife to defray the charges of the ſea walls, and other neceſſary reparations upon the ſaid eſtates in *E.* *And alſo* ſhall raiſe and pay the ſum of 5020*l.* and ſuch intereſt for the ſame, ſo agreed to be paid to the ſaid *J.* earl of *D.* as aforeſaid; *And alſo* ſhall raiſe and pay unto the ſaid *F.* earl of *S.* all ſuch ſums of money, as at any time ſince the ſaid —— day of, &c. have been, or at any time hereafter ſhall be paid out of the rents and profits of the ſaid eſtate in the county of *E.* towards the diſcharge of the ſaid debts or demands

Eſtates in *C.* how limited.

In truſt to raiſe and pay to *F.* earl of *S.* and *B.* his wife, her legacy to *J.* earl *R.* 7000*l.*

And to ſaid *F.* earl of *S.* and *B.* his wife 2510*l.* for repairs in *E.* 5020*l.* to the earl of *D.* &c.

mands of the ſaid *J.* earl of *D.* or other debts or legacies of the ſaid *R.* late earl *R.* *And alſo*, ſhall raiſe and pay all and every the debts of the ſaid *R.* late earl *R.* unpaid, and alſo all legacies, ſum and ſums of money given or bequeathed by the ſaid *R.* late earl *R.* that do or ſhall then remain due and unpaid, and the coſts and charges of all ſuits at law and in equity, or otherwiſe relating to the ſaid eſtates, or the truſts created by the ſettlement and will of the ſaid *R.* earl *R.* and alſo the charges of paſſing this act; *And alſo upon this further truſt*, That he the ſaid *R.* earl of *O.* and earl *M.* and his heirs, ſhall and do, after the ſaid ſeveral ſums of money, incumbrances, debts and legacies ſhall be raiſed and paid, or ſecured, (to the ſatisfaction of the perſons intitled to the ſame reſpectively) and ſuch coſts and charges as aforeſaid, ſettle, convey and aſſure all ſuch part or parts of the ſaid honours, &c. ſo veſted in him and them by this preſent act as aforeſaid, which ſhall then remain unſold or undiſpoſed of for the purpoſes aforeſaid, unto and upon, or *To the uſe* and behoof of, or in truſt for the ſaid *J. B.* earl of *B.* and his heirs, for and during the natural life of the ſaid *J.* earl *R.* without impeachment of waſte, (ſave that the ſaid earl of *B.* ſhall not be permitted to do any voluntary waſte, or to fell or cut down any timber now growing in the ſaid park called *R. S.* alias *C. Park*, unleſs for the repairs of, and other neceſſary eſtovers to be uſed in the capital meſſuage and other parts of the ſame eſtate,) and with ſuch power to make leaſes as is hereafter mentioned; and from and after the deceaſe of the ſaid *J.* earl *R.* *To the uſe* and behoof of, or in truſt for the ſaid lady *P. B.* and the heirs of her body; and for want of ſuch iſſue, *To the uſe* of ſuch perſon or perſons, who ſhall be capable at the time of failure of ſuch iſſue, to take lands by deſcent, as right heir of the ſaid *R.* earl *R.* his, her or their heirs and aſſigns for ever, freed and diſcharged of and from all right, title, intereſt or demand, of the ſaid *B.* counteſs of *S.* and her iſſue, and of the ſaid *J.* earl *R.* and his iſſue; *In which* ſettlement ſo directed to be made as aforeſaid, ſhall be contained a proper truſt, proviſion, or limitation, whereby the ſaid manors, &c. in the ſaid county of *C.* ſo to be ſettled as aforeſaid, ſhall ſtand, and be charged with the payment of the annual ſum of 150*l.* unto the ſaid *P B.* until ſhe ſhall attain her age of 12 years; and from and after ſuch time as the ſaid *P. B.* ſhall attain her ſaid age of 12 years, with the payment of 200*l.* *per ann.* to be yearly paid thereout, for the maintenance or education of the ſaid lady *P. B.* for and during the joint lives of them the ſaid *J.* earl *R.* and the ſaid *J.* earl of *B.* by four equal quarterly payments; the firſt payment to commence, and be made on, &c. and alſo there ſhall be contained a proviſo or power, for the raiſing ſuch ſum and ſums of money, not exceeding the ſum of 6000*l.* as the ſaid lady *E. S.* ſhall at any time, in the life time of the ſaid lady *P. B.* by any deed or writing under the hand and ſeal of the ſaid lady *E. S.* teſtified by two or more credible witneſſes, or by her laſt will and teſtament in writing teſtified as aforeſaid, think proper to charge upon the ſaid manors, &c. in the ſaid county of *C.* or any part of them to be raiſed thereon, in caſe the ſaid lady *P. B.* ſhall happen to die without iſſue, before ſhe ſhall attain her age of 21 years, or ſhall happen to die without iſſue, after her attainment of ſuch age, before

Debts, legacies, and charges of this act, &c.

After payment, premiſſes unſold to be to the uſe of earl *B.* for the life of earl *R.*

After earl *R.*'s deceaſe for lady *P. B.* &c.

Premiſſes in *C.* to be chargeable with annuities.

Proviſo for raiſing 6000*l.* according to the appointment of lady *E. S.* if, &c.

before ſuch time as ſhe ſhall by fine, common recovery, or other act by her to be done or ſuffered, have barred, docked or defeated the remainder in fee, to be limited to the right heirs of the ſaid *R.* earl *R.* as aforeſaid, and for paying the ſaid ſum or ſums of money to be raiſed according to the direction and appointment of the ſaid lady *E. S.* by ſuch deed or writing, or ſuch her laſt will and teſtament in writing, under a proviſo nevertheleſs, that if the ſaid lady *P. B.* ſhall die, leaving iſſue of her body then living, or ſhall in her life-time by any fine, common recovery, or other act by her done or ſuffered, have barred, docked or defeated the ſaid remainder, limited to the right heirs of the ſaid *R.* earl *R.* that then ſuch ſum or ſums of money, ſo to be charged by the ſaid lady *E. S.* ſhall not be raiſed or paid; *And alſo* there ſhall be contained a proviſo or power for them the ſaid *J. B.* earl of *B.* and the ſaid lady *P. B.* reſpectively, as they ſhall be in the actual poſſeſſion of the premiſſes hereby directed and intended to be limited, in uſe to, or in truſt for them in manner aforeſaid, and for the huſband or guardian of the ſaid lady *P. B.* during her coverture or infancy, by and with the conſent of the ſaid lady *P. B.* teſtified in writing, by any deed or deeds, under the reſpective hands and ſeals of the ſaid *J. B.* earl of *B.* and lady *P. B.* together with the huſband or guardian of the ſaid lady *P. B.* during her coverture or minority, to make any leaſe or leaſes of all and every the honours, &c. whereof they ſhall be ſo in the actual poſſeſſion, by virtue of the limitations hereby directed to be made thereof, or any part or parts thereof, in manner herein after mentioned; that is to ſay, of ſuch part and parts thereof as have been uſually leaſed for life or lives, or for any term or number of years determinable upon any life or lives, to make leaſes for one, two or three lives, or for any term or number of years determinable on the death of one, two or three perſons, in ſuch reſpective leaſe or leaſes to be named, either in poſſeſſion or reverſion, or by way of future intereſt, ſo as upon every ſuch leaſe or leaſes, ſo to be made by the ſaid *J. B.* earl of *B.* or the ſaid lady *P. B.* reſpectively, or by the ſaid lady *P. B.* with her huſband or guardian, of any of the ſaid baronies, &c. there be reſerved, and made payable yearly, during the continuance of all and every ſuch reſpective leaſe and leaſes, the ancient or accuſtomed yearly rent or rents, or as great rent or rents as were laſt reſerved for the ſame premiſſes, or greater: *And alſo* to make leaſes of ſuch part and parts of the ſame premiſſes as have not been uſually leaſed for life or lives or for years, determinable on any life or lives, unto any perſon or perſons, for any term or number of years, not exceeding 21 years, reſerving the beſt and moſt improved yearly rent that can be had or gotten for the ſame, without taking any fine, premium or foregift thereon, ſo as no ſuch leaſe or leaſes be made diſpuniſhable of waſte; and ſo as there be not upon any part or parcel of the ſaid premiſſes, ſo uſed to be leaſed for life or lives, or for years determinable on any life or lives, at any one time together, any more or greater eſtate or eſtates than for three lives in being, or for any term or number of years, determinable upon the death of three perſons in being, or upon any part of the premiſſes not uſually leaſed for lives or years determinable

Power for earl of *B.* and lady *P. B.* to make leaſes.

nable upon any life or lives, any greater eſtate than for 21 years at one time: *And it is hereby further provided and enacted*, That in caſe any monies raiſed by any the truſts above-mentioned, ſhall remain in the hands of the ſaid *R.* earl of *O.* and earl *M.* his heirs, executors or adminiſtrators, after the payment and diſcharge of the ſeveral ſums of money, debts and legacies hereby directed to be paid or ſatisfied thereout, the ſame ſhall be paid unto the ſaid lady *P. B.* her executors, adminiſtrators or aſſigns, for her and their own proper uſe and benefit. *And it is hereby further declared and enacted* by the authority aforeſaid, That all and every purchaſer or purchaſers from the ſaid *R.* earl of *O.* and earl *M.* or his heirs, by virtue and in purſuance of this act, of any part and parts of the ſaid honours, &c. in the ſaid county of *C.* and the reſpective heirs and aſſigns of ſuch purchaſer and purchaſers, ſhall and may, upon payment of their reſpective purchaſe-monies to the ſaid *R.* earl of *O.* and earl *M.* or his heirs, have, hold and enjoy the honours, &c. or ſuch part or parts thereof, as ſhall be purchaſed by ſuch perſon or perſons reſpectively, with the rights, &c. freed, &c. bearing date, &c. or by, from or under the ſaid laſt will and teſtament, or codicil of the ſaid *R.* earl *R.* deceaſed; *And* that the receipt or receipts of the ſaid *R.* earl of *O.* and earl *M.* his heirs, executors or adminiſtrators, under his or their hand or hands and ſeal or ſeals reſpectively, ſhall from time to time be a ſufficient diſcharge to the purchaſer or purchaſers of the ſame honours, &c. or any part or parts thereof, his or their heirs, &c. for ſo much of the ſaid purchaſe-money for which ſuch receipt or receipts ſhall be given; and from and after ſuch receipt and receipts, ſuch purchaſer or purchaſers ſhall be, and are hereby abſolutely acquitted and diſcharged of and from the ſame, and ſhall not be anſwerable or accountable for any miſapplication (if any ſuch ſhould happen) of the ſaid purchaſe-money, or any part thereof. *Provided always, and it is hereby declared and enacted*, That it ſhall and may be lawful to and for the ſaid *R.* earl of *O.* and earl *M.* or his heirs, for raiſing money upon the truſts and for the intents and purpoſes aforeſaid, from time to time, by and with the conſent of the ſaid *J.* earl of *B.* under his hand and ſeal, during the continuance of his eſtate therein, to make any leaſe or leaſes of the ſame honours, &c. hereby veſted in him the ſaid *R.* earl of *O.* and earl *M.* and his heirs, or any part or parts thereof, before any ſale or ſales, or ſettlement be made in purſuance of this act, in manner herein after mentioned, that is to ſay, of ſuch part and parts thereof as have been uſually, or on the ſaid firſt day of this preſent ſeſſion of parliament were leaſed for life or lives, or for years determinable on any life or lives, to make leaſes for one, two or three lives, or for any term or number of years determinable on the death of one, two or three perſons in ſuch reſpective leaſe or leaſes to be named, in poſſeſſion or reverſion or by way of future intereſt, ſo as upon every ſuch leaſe or leaſes ſo to be made, there be reſerved, &c. the ancient, &c. ſo as no ſuch leaſe to be made in purſuance of this act be made diſpuniſhable of waſte; and ſo as there be not upon any part or parcel of the ſame premiſſes ſo to be leaſed for life or lives, or for years determinable on any life or lives,

Surplus of monies to be paid lady *P. B.*

Clauſe in favour of purchaſers.

Earl of *O.* and *M.*'s power to make leaſes.

lives, at any one time together, any more or greater eſtate or eſtates than for three lives in being, or for a term or terms or number of years determinable on the death of three perſons in being; and ſo as the money to be taken for the fine or fines upon making ſuch reſpective leaſe or leaſes for any life or lives, or for years determinable on any life or lives, be by him the ſaid *R.* earl of *O.* and earl *M.* or his heirs paid and applied towards the diſcharge of the ſeveral truſts in and by this act directed and appointed to be performed by him the ſaid *R.* earl of *O.* and earl *M.* and his heirs. *And be it further enacted* by the authority aforeſaid, That all the perſonal eſtate of the ſaid *R.* late earl *R.* deceaſed, not ſpecifically deviſed, nor already diſpoſed of or applied towards the payment of the debts or legacies of him the ſaid *R.* late earl *R.* ſhall be and remain in him the ſaid *R.* earl of *O.* and earl *M.* his executors and adminiſtrators, for and towards the diſcharge and performance of the ſeveral truſts in and by this preſent act directed to be performed and ſatisfied; *And* that it ſhall and may be lawful for the ſaid *R.* earl of *O.* and earl *M.* to make any compoſition for any debt or debts owing to the ſaid eſtate; and after payment of ſuch ſums of money as ſhall be agreed to be paid on any ſuch compoſition to diſcharge any debt or debts, and after the ſaid ſeveral truſts performed, the remainder of the ſaid perſonal eſtate, if any ſuch there be, ſhall be applied according to the directions of the ſaid will and decree in chancery. *And it is hereby further enacted* by the authority aforeſaid, that all and every the manors, &c. in the ſaid county of *E.* whereof or wherein he the ſaid *R.* late earl *R.* or any perſon or perſons in truſt for him, was or were ſeiſed or poſſeſſed, or any way intitled unto in law or equity at the time of his deceaſe, with their and every of their rights, royalties, members and appurtenances, ſhall (ſubject to the payment of the ſaid 5000*l.* to the ſaid earl of *D.* as aforeſaid, with intereſt for the ſame from the, &c. till full payment thereof) be veſted and ſettled in and upon, and the ſame are hereby veſted in and upon, *And to the uſe and behoof* of the ſaid *B.* counteſs of *S.* and her aſſigns, for and during the term of her natural life; and from and after the determination of that eſtate, *To the uſe and behoof* of the ſaid *R.* earl of *O.* and earl *M.* and his heirs, during the life of the ſaid *B.* counteſs of *S.* *In truſt*, to preſerve the contingent remainders herein after limited from being defeated and deſtroyed; and for that purpoſe to make entries and bring actions as occaſion ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *B.* counteſs of *S.* to receive and take the rents, iſſues and profits thereof during her life; and immediately from and after the deceaſe of the ſaid *B.* counteſs of *S.* *To the uſe and behoof* of the firſt ſon of the body of the ſaid *B.* counteſs of *S.* lawfully begotten or to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and in default of ſuch iſſue, *To the uſe and behoof* of the ſecond, &c. and the heirs male of his body iſſuing: and in default of ſuch iſſue, *To the uſe and behoof* of all and every the daughter, &c. but if there be more ſuch daughters than one, and any of them ſhall die without heirs of her or their reſpective bodies, *Then* as to the part or parts of her

R. earl *R.*'s perſonal eſtate, how applied,

Eſtate in *E.* ſubject, &c. to be veſted in *B.* counteſs of *S.* for life, &c. remainder, &c.

or

or them ſo dying without heirs of her or their body or bodies reſpectively, *To the uſe* of the other or others of ſuch daughter or daughters as tenants in common, and not in jointenancy, and the heirs of the body or bodies of ſuch other or others of the ſaid daughters reſpectively; and if all ſuch daughters but one ſhall die without heirs of their reſpective bodies; or if there be but one ſuch daughter only, then *To the uſe* of ſuch only daughter and the heirs of her body; and for want of ſuch iſſue, then *To the uſe and behoof* of the ſaid *B.* counteſs of *S.* and the heirs of her body; and for want of ſuch iſſue, *To the uſe and behoof* of the ſaid lady *P. B.* and the heirs of her body; and for want of ſuch iſſue, *To the uſe* of ſuch perſon and perſons who ſhall be capable at the time of failure of ſuch iſſue to take lands by deſcent, as right heir of the ſaid *R.* earl *R.* his, her or their heirs and aſſigns for ever.

Freed from all eſtates, claims, of, &c.

And it is hereby further enacted by the authority aforeſaid, that all and every the ſaid manors, meſſuages, farms, lands, tenements, hereditaments and premiſſes in the ſaid county of *E.* ſhall remain, continue and be held and enjoyed by the ſeveral perſons, to and for the ſeveral uſes and eſtates hereby limited, created, expreſſed and declared of and concerning the ſame reſpectively, freed and diſcharged of and from all eſtates, claims and demands whatſoever by, from or under the ſaid *J.* earl *R.* *J.* earl of *B.* and lady *P. B.* or any of them, their or any of their reſpective heirs, iſſues or deſcendants, other than the eſtates aforeſaid. *And it is hereby further enacted* by the authority aforeſaid, that the rents, iſſues, and profits of all and ſingular the ſaid manors, &c. in the ſaid counties of *L. Y. C.* and *B.* reſpectively, not applied to the performance of the ſeveral truſts afore-mentioned, or any of them, ſhall from the, &c. be received by and ſhall belong and be accounted for to the ſeveral perſon and perſons to whom the ſame eſtates are hereby limited and appointed to go, ſubject nevertheleſs to ſuch payments of intereſt and other charges, payments and out-goings, as are herein before mentioned, ſtipulated and provided for, to be paid out of the ſame reſpectively. *Provided always, and it is hereby declared and enacted*, that it ſhall and may be lawful to and for the ſaid *B.* counteſs of *S.* during the continuance of her eſtate for life of and in the premiſſes in the ſaid county of *E.* by virtue of the limitation aforeſaid, by any deed or deeds, under her hand and ſeal, to demiſe, leaſe or grant, all and every the manors, &c. whereof ſhe ſhall be ſo in the actual poſſeſſion by virtue of this act, or any part or parts thereof, to any perſon or perſons, for any term or number of years, not exceeding 21 years, ſo as that there be reſerved upon every ſuch demiſe, leaſe or grant, ſo much yearly rent as can really be got for the ſame, without taking any fine, premium or foregift thereof; and ſo as in every ſuch leaſe or leaſes, ſo to be made as aforeſaid, there be contained a condition of re-entry, for non-payment of the rent or rents thereby to be reſerved; and ſo as the reſpective leſſees, to whom ſuch leaſes ſhall be made, ſeal and execute counterparts of the ſame leaſes reſpectively; and ſo as no clauſe be therein contained giving power to any ſuch leſſee to commit waſte, or exempting him, her or them, from puniſhment for

Rents, &c. of eſtates in *L. Y. C* and *E.* not applied to the ſaid truſts, how to be applied,

B. counteſs of *S.* may make leaſes of eſtate in *E.*

for committing of waſte. *And it is hereby further enacted*, by the authority aforeſaid, that the ſaid *R.* earl of *O.* and earl *M.* or any other truſtee or truſtees in this act named, for the ſeveral purpoſes therein reſpectively mentioned, their reſpective heirs, &c. or any of them, ſhall not be charged, &c. for any other than his or their own reſpective acts, &c. *Provided alſo*, that the ſaid truſtees, &c. ſhall be paid and ſatisfied out of the rents, &c. hereby veſted, &c. all ſuch coſts, &c. by reaſon of the truſts aforeſaid, or of the management or execution of the ſame. *Provided always nevertheleſs*, and *be it further enacted* by the authority aforeſaid, that it ſhall and may be lawful to and for the ſaid earl of *D.* his executors, &c. now and from time to time, and at all times hereafter, to remain, continue and be in the actual and peaceable poſſeſſion, receipt and perception of all and every the rents, iſſues and profits of the ſaid eſtate in the county of *E.* charged with the ſaid portion of 10,000*l.* to the ſaid *C. C. S.* as aforeſaid, until ſuch time as the ſaid ſum of 5020*l.* and alſo all ſuch intereſt due or to become due for the ſame as aforeſaid, ſhall be fully paid or ſatisfied; any clauſe, &c. notwithſtanding. *Provided nevertheleſs*, that in caſe the ſaid ſum of 5020*l.* and intereſt for the ſame as aforeſaid, or any part thereof, ſhall be levied, raiſed and recovered by the ſaid *J.* earl of *D.* his executors, &c. his, their or any of their agents in that behalf appointed towards ſatisfaction of what is due to him as aforeſaid, then the ſaid *B.* counteſs of *S.* and all and every the perſon and perſons to whom any uſe, eſtate or intail of or in the ſaid eſtate in the county of *E.* ſhall by virtue of the limitations in this act contained, belong or appertain, ſhall have a recompence and ſatisfaction or re-payment of and for all and ſingular ſuch ſum and ſums of money that ſhall be ſo raiſed, levied, received and recovered, for the uſe, benefit and behoof of the ſaid *J.* earl of *D.* his executors, &c. out of the manors, &c. in the ſaid county of *C.* hereby limited in uſe to the ſaid *J.* earl of *B.* and lady *P. B.* *And it is hereby enacted*, that the ſame manors, lands and hereditaments in the ſaid county of *C.* ſhall be charged with and be made liable to, and the ſame are hereby charged with and made liable to ſuch recompence, ſatisfaction or repayment accordingly. *Provided alſo*, that nothing in this act contained ſhall be conſtrued, or taken to prejudice, leſſen, defeat or prevent the recovery of the ſaid ſeveral annuities of 50*l.* a-year a-piece given by the will or any codicil of the ſaid *R.* late earl *R.* unto the ſaid *K. D.* and her daughter for their reſpective lives, out of the ſaid eſtate and premiſes in the ſaid county of *C.* hereby veſted in the ſaid *R.* earl of *O.* and earl *M.* and his heirs, upon the truſts aforeſaid, nor to prejudice or defeat the ſaid deviſe of *H.* farm in the ſaid county of *C.* unto the ſaid *R. S.* for his life; but the ſaid annuities, ſo far as they may charge the ſaid eſtate in the ſaid county of *C.* and the ſaid laſt mentioned deviſe ſhall be, and are hereby ratified and confirmed unto them the ſaid *K. D.* and *K. D.* her daughter, and *R. S.* reſpectively; any thing, &c. notwithſtanding. *And it is hereby further enacted* by the authority aforeſaid, that all the houſehold goods and furniture of the ſaid *R.* late earl *R.* appointed by the ſaid will to go along with his capital ſeat of *R. S.* ſhall continue

Earl of *D.* to be in poſſeſſion of eſtate in *E.* until 5020*l.* be paid to him.

Proviſo in caſe the 5020*l.* be raiſed, the tenant in tail ſhall have recompence out of the eſtates in *C.*

This act not to defeat annuities granted by *R.* earl *R.*'s will.

Heir-looms to continue.

,nue

ritte there as heir-looms to go with the ſaid capital ſeat for ever, for the benefit of ſuch perſon or perſons for the time being, who ſhall enjoy the ſaid capital ſeat by virtue of the limitations in this act mentioned. *Saving* to the king, &c. and to the ſeveral leſſees and tenants of any part of the eſtates hereby veſted as aforeſaid, in reſpect of their ſeveral leaſes and intereſts, and to all and every other perſon, &c. their reſpective heirs, &c. (other than the ſaid *R.* earl of *S.* and *B.* counteſs of *S. J.* earl *R.* and the lady *P. B.* their reſpective iſſues, deſcendants, heirs and aſſigns) all ſuch eſtates, &c. herein before veſted and ſettled in and upon the ſaid *R.* earl of *O.* and earl *M.* his heirs and aſſigns for the purpoſes herein mentioned, as they, every or any of them had before the paſſing of this act, or ſhould or might have had or enjoyed, in caſe this act had never been made.

Saving, &c.

Fourthly, For exchanging Eſtates.

An Act for the Exchange of certain Lands in the ſeveral Pariſhes ——— *in the county of* W. *between the Governors of the Hoſpital commonly called the* Charter-Houſe, *and* T. B. *of* S. *in the County* W. *Eſq.*

Recital, that the governors of an hoſpital are ſeiſed of lands in fee in *W.* Settlement of other lands in *W.* and *L. T.* to the uſe of *T. B.* for life; remainders in truſt to preſerve contingent remainders, &c.

WHEREAS the honourable governors of the lands, poſſeſſions, revenues and goods of the hoſpital of, &c. within the county of *M.* at the humble petition and only coſts and charges of *T. S.* eſq. are ſeiſed in fee of and in ſeveral meſſuages, lands and tenements in the pariſh of *W.* in the county of *W.* *And whereas T. B.* of *S.* in the county of *W.* eſq; did by indentures of leaſe and releaſe, dated, &c. ſettle and convey unto the honourable *R. P.* eſq; then one of the barons of her majeſty's court of Exchequer at *Weſtminſter*, and *E. E.* &c. eſq; and to their heirs, ſeveral meſſuages, lands and tenements in the ſaid pariſh of *W.* and in *L. T.* in the ſaid county of *W.* *To the uſe* of the ſaid *T. B.* for life, with remainder to the ſaid *R. P.* and *E. E.* and their heirs, for preſerving the contingent remainders therein after limited from being defeated: with remainder to *E. W.* now *B.* for life, for her jointure, in lieu of dower; with remainder to the uſe of the firſt and other ſons of the ſaid *T. B.* on the body of the ſaid *E. W.* now *B.* to be begotten, and of the heirs male of the body of ſuch firſt and other ſons; with remainder to the ſaid *T. B.* his heirs and aſſigns for ever: *And whereas* the ſaid governors and the ſaid *T. B.* (their ſaid eſtates lying at preſent in part intermixed) in order to improve their ſaid ſeveral eſtates, and to lay them intire and diſtinct, have mutually agreed to make exchanges of part of the ſaid reſpective eſtates with each other, in the manner herein after particularly mentioned, which will tend to the advantage of the ſaid parties. *And whereas* the ſaid exchange, (though for the benefit of the ſaid parties) by reaſon of the inability of the ſaid governors to make any grant or conveyance of any part of their eſtates, and of the ſaid ſettlement made by the ſaid *T. B.* cannot be made effectual and binding in law, without the aid and aſſiſtance of an act of parliament;

Agreement to exchange.

Neceſſity of an act.

Where-

Wherefore, and to the end the ſaid meſſuages, lands and tenements herein after particularly mentioned to be reſpectively given and taken in exchange to and by the ſaid parties, may be fully and abſolutely veſted in the ſaid parties reſpectively, according to the ſaid agreement, and for removing all difficulties and objections relating thereto; your majeſty's moſt dutiful ſubjects, the ſaid governors, and the ſaid *T. B.* and *E. B.* moſt humbly beſeech your majeſty, That it may be enacted, *And be it therefore enacted*, by, &c. *That all* that meſſuage called *C. H.* with the, &c. and alſo, &c. *All* which laſt mentioned premiſſes are now in poſſeſſion of the ſaid *T. B.* or his under-tenants; and the ſame together with all other the ſaid premiſſes are ſituate, &c. in the ſeveral pariſhes of *W.* and *L. T.* in the ſaid county of *W.* aforeſaid, or in one of them, and do all lie intirely together, and are bounded by, &c. (belonging to the ſaid governors of the *Charter-houſe,)* and *B.* to the ſouth, &c. with their and every of their rights, members, and appurtenances, *ſhall* from and after the —— day of, &c. *be veſted* in and ſettled upon, and the ſame are hereby veſted in and ſettled upon the ſaid governors of the lands, poſſeſſions, revenues and goods of the hoſpital of king *James*, founded in the *Charter-houſe* within the county of *M.* at the humble petition and only coſts and charges of *T. S.* eſq; and their ſucceſſors, freed and diſcharged, and abſolutely acquitted, exempt and indemnified of, from and againſt all claims and demands of the ſaid *T. B.* the ſaid *E. B.* and the firſt and other ſons of the ſaid *T. B.* and *E.* his wife, and the heirs male of ſuch firſt and other ſons, and the right heirs of the ſaid *T. B.* and of, from and againſt all and every perſon or perſons claiming, or to claim by, from or under the ſaid indentures of ſettlement, dated, &c. and by, from, and under the ſaid *T. B.* and *E.* his wife, and the heirs of the ſaid *T. B.* *And alſo all* that capital meſſuage called *S. H.* of the ſaid governors, with the, &c. all which premiſſes of the ſaid governors are ſituate, lying and being in *S.* in the pariſh of *W.* aforeſaid, and now are in the poſſeſſion of the ſaid governors, or their under-tenants; and the ſame premiſſes, together with the freehold lands of the ſaid *T. B.* are bounded, &c. with their and every of their rights, members, and appurtenances, *ſhall*, from and after the —— day of &c. *be veſted* in and ſettled upon, and the ſame are hereby veſted in and ſettled upon the ſaid *T. B.* for his life; with remainder to Sir *M. E.* bart. heir of the ſaid *E. E.* (which ſaid *E. E.* ſurvived the ſaid *R. P.*) and to his heirs, for the life of the ſaid *T. B.* in truſt for preſerving the contingent remainders herein after limited; with remainder to the ſaid *E. B.* for life, for her jointure, in lieu and bar of all dower; and after the deceaſe of the ſurvivor of them the ſaid *T. B.* and *E.* his wife, *To the uſe and behoof* of the firſt and other ſons of the ſaid *T. B.* on the body of the ſaid *E. B.* to be begotten, and of the heirs male of the body of ſuch firſt and other ſons; the elder of ſuch ſons, and the heirs male of his body iſſuing, being always preferred and to take before the younger of ſuch ſons and the heirs male of his and their body and bodies iſſuing; with remainder to the uſe of the ſaid *T. B.* his heir and aſſigns for ever, freed and diſcharged, and abſolutely acquitted, exempted and indemnified of, from and againſt all claims and demands

Enacted, That the meſſuages, &c. ſhall be veſted in the ſaid governors and their ſucceſſors.

And that the premiſſes of the governors ſhall be veſted in *T. B.* for life; remainder, &c.

demands

demands of the ſaid governors of the lands, poſſeſſions, revenues and goods of the hoſpital of king *James*, founded in the *Charter-houſe* within the county of *M.* at the humble petition and the only coſts and charges of *T. S.* eſq; and their ſucceſſors, and of, from and againſt all and every perſon and perſons claiming or to claim by from or under them; *Saving always* to the king, &c. and to all and every other perſon, &c. (other than the ſaid *T. B.* and *E* his wife and the ſaid Sir *M. E.* in reſpect of the ſaid truſt-eſtate, and the firſt and other ſons of the ſaid *T. B.* to be begotten on the body of the ſaid *E.* his wife, and the heirs male of their reſpective bodies, and the right heirs of the ſaid *T. B.* and the ſaid governors of the lands poſſeſſions, revenues and goods of the hoſpital of king *James* founded in the *Charter-houſe* within the county of *M.* at the humble petition and only coſts and charges of *T. S.* eſq; and their ſucceſſors) all ſuch eſtate, right, title, intereſt, claims and demands whatſoever, of, in and to the ſaid meſſuages, lands and tenements in *W.* and *L. T.* aforeſaid, veſted and exchanged by this act, as they, every or any of them had before the paſſing this act, or would or ought to have had and enjoyed in caſe the ſame had never been made.

Saving, &c.

FIFTHLY, To incloſe and make Partitions of Common:

☞ See more concerning Partitions in the next Act.

An Act to incloſe the Common Fields and Commons of S. *in the County of* B.

WHEREAS there are five common fields called the *U. Field*, *L. Field*, *B. Field*, the *H. Field*, and *W. Field*, and three commons called *C. H.* and *Y.* containing, &c. or thereabouts, parcel of the manor of *S* in the county of *B.* of which manor Sir *J.* *bart.* is lord, and is alſo patron of the rectory or church of *S.* aforeſaid, and ſeiſed of the greateſt part of the ſaid commons and common fields, and the other part thereof is divided between the reverend *J. P.* rector of the pariſh church of *S. C. B. C. V. E. H.* *S. R. S. T. E. J. B.* and the reverend *T. D.* clerk: *And whereas* every proprietor has a right of common over the common fields and commons, in proportion to his reſpective part or ſhare, and no other perſon has any right or title whatſoever to the ſaid commons or common fields: *And whereas* the ſeveral lands of each proprietor lie intermixed, and diſperſed over the whole field in ſmall parcels, which by long experience has been found very detrimental and inconvenient to the ſaid proprietors, and has often occaſioned diſputes among them: *And whereas* the ſaid common fields, by being kept in conſtant tillage, and by the great difficulty and expence of carrying ſoil and manure to ſo many different and diſtant places, and for want of inclоſed ground to keep a ſtock of cattle, are greatly impoveriſhed, and as they are now uſed and occupied, incapable of any improvement

Common fields and commons.

Proprietors.

Rights of common.

Rights in the fields intermixed.

Diſputes.

Impoveriſhed.

An

And whereas the ſaid commons called *C. H.* and *Y.* are now of little dvantage to the proprietors, being grown over with furze and heath, ut if the ſame were divided and incloſed, and the reſpective proprietors t liberty to convert the ſame into tillage, might be greatly improved: *And whereas* the ſaid Sir *J. S.* and *J. P.* and all other the proprietors (excepting the ſaid *T. D.*) have agreed to divide and incloſe the ſaid mmons and common fields, and to aſſign to every proprietor his re and proportion according to his reſpective intereſt, and that ch and every of them will accept and take ſuch proportion and re therein as ſhall be ſet forth and aſſigned by authority of parliaent, and ſhall fence and hedge-in the ſhare and dividend ſo to be igned, and keep the fences ſo to be made in good repair, and enoy the parts ſo to be reſpectively aſſigned, in ſeveralty, and as ſeparate and diſtinct farms, in reſpect and lieu of the lands and right of e common which they now enjoy, with liberty of plowing the ſame, hich will very much tend to the public good, as well as the mutual dvantage of all parties concerned therein: *Therefore* for making ſuch mprovement as aforeſaid, the ſaid Sir *J. S.* together with the rector d other proprietors of the ſaid manor and pariſh of *S.* do reſpectively, and in moſt humble manner, beſeech your moſt excellent maſty, That it may be enacted, *And be it enacted*, by, &c. That the id common fields, called the *U. Field*, the *L. Field*, *B. Field*, the *Field*, and *W. Field*, and commons called *C. H.* and *Y.* ſhall, be, &c. at the proper coſts and charges of the ſaid ſeveral and reſtive proprietors, be allotted and divided by the honourable *C. B.* ctor of laws, *N. T.* doctor in divinity, *R. P.* eſq; *A. B.* eſq; *K. S.* ; *F. W.* eſq; *F. J.* ſenior of *S.* eſq; Mr. *J. G.* of *C* and Mr. *W.* ſenior, of *B.* commiſſioners appointed by this act, or the ſurvivors them, or any five or more of them, unto and amongſt the ſaid ſeral proprietors in proportion to their reſpective intereſts, and to the ds they now enjoy; and that each proprietor ſhall hold and enjoy ſhare and part in ſeveralty, and as a ſeparate and diſtinct farm, d ſhall have the ſame eſtate and intereſt in the part ſo to be alted, as he or they reſpectively now have in the eſtate and lands, reſpect and lieu whereof ſuch allotments are to be made; and ſhall ce, hedge-in and incloſe the ſame, in ſuch manner and proportion the ſaid commiſſioners, or the ſurvivors of them, or any five or re of them, ſhall at the making of ſuch allotment direct and apint; and that the aforeſaid allotments, and the eſtates, and the conion of the eſtates, whereby each perſon is intitled to his allotment, ll be at the like coſts and charges made in writing, and ſhall be inled at the general quarter-ſeſſions to be held for the ſaid county *B. Provided nevertheleſs*, that any thing herein contained ſhall extend, or be conſtrued to extend, to give unto the ſaid comioners, or any other perſon or perſons whatſoever, any power or hority in giving any undue preference, or the preferring one beanother to any of the parties concerned in reſpect to their allotts or ſhares on the ſaid commons or common fields or new inure; and that the ſaid commiſſioners, in making their allotts, ſhall have regard to the goodneſs and ſituation, as well as to quantity of the lands to be aſſigned; and ſhall allot to each proetor his ſhare and part, ſo that it may be contiguous and lie toge-

The commons of little advantage, capable of improvement.

Agreement to divide and incloſe (except by one proprietor.)

Enacted. That they be divided by commiſſioners.

Allotments to be inrolled.

Commiſſioners not to prefer one before another.

ther, or as near as conveniently may be. *And whereas* great hurt and damage may happen unto the planting and ſetting quick-wood or any other wood, for the fencing in any part or parcel of the ſaid new incloſure, by ſheep or cattle going in any of the lanes or roads which are to be left by incloſing the ſaid commons or common fields; *Therefore be it enacted*, by the authority aforeſaid, that any proprietor or owner of any of the ſaid new incloſure, ſhall have full liberty for and during the term of ſeven years from and after the ſaid —— day of, &c. to erect and ſet up any gate or gates acroſs any part or parts of the roads or lanes againſt his or their lands, for keeping out ſheep and cattle, to prevent their deſtroying any quick-wood, or other wood or fence, which ſhall be planted for incloſing any part or parcel of the ſaid commons or common fields as aforeſaid; they the ſaid proprietors of the lands diſclaiming all right or property to and in the ſaid lands bounded by the gates to be erected and ſet up. *And whereas* it is requiſite ſome convenient time ſhould be fixed for the proprietors to accept of their allotments or ſhares, which ſhall be made by the commiſſioners appointed by this act in manner above-mentioned; *Be it enacted* by the authority aforeſaid, that the ſaid commiſſioners or the ſurvivors of them, or any five or more of them, ſhall within ſix kalendar months after ſuch time as they ſhall have admeaſured the ſaid commons and common fields, and declared the number of acres contained therein, divide and aſſign unto and amongſt the ſaid ſeveral proprietors of the ſaid commons and common fields, their reſpective allotments and ſhares; which ſeveral allotments or ſhares the ſaid proprietors ſhall accept, have, hold and enjoy as aforeſaid, and ſhall fence and incloſe the ſame in ſuch manner, and in ſuch time, as the ſaid commiſſioners, or the ſurvivors of them, or any five or more of them, ſhall direct or appoint; and if any difference ſhall ariſe touching the ſowing, laying down, accepting or incloſing the ſaid reſpective ſhares, or touching any allowance or ſatisfaction to be made for the growing of corn, or for manure, or concerning any intereſt of the ſaid proprietors, the ſaid commiſſioners, or any five or more of them, ſhall have full power and authority, and are hereby impowered and authorized to hear and finally determine the ſame. *Provided always, and be it further enacted*, that the executors, guardians, or truſtees of any perſon or perſons under age, or otherwiſe incapable by law to accept of ſuch allotments as ſhall be made by the ſaid commiſſioners, are hereby enabled and required to accept thereof, for the uſe of ſuch perſon or perſons, as if the ſaid perſons had been of age, or capable of acting for themſelves. *And be it further enacted* by the authority aforeſaid, that the ſaid commiſſioners appointed by this act, or any five or more of them, ſhall lay out, aſſign, and allot (in ſuch place or places of the ſaid commons and common fields ſo to be incloſed as aforeſaid) as they ſhall judge moſt proper, fit and convenient roads and paſſages, for all perſons and carriages paſſing through the ſame which roads and paſſages ſhall not be leſs than 20 feet of aſſize in breadth, to the end two carts and carriages may paſs and repaſs therein at one and the ſame time. *And be it further enacted* by the authority aforeſaid, that the ſaid commiſſioners, or any five or more of them, ſhall aſcertain and appoint the public and private high-

way

Proprietors may erect gates to preſerve fences.

Allotments when to be accepted.

Differences, how ended.

Executors or guardians of infants may accept allotment.

Roads how made, &c.

ways or roads already made or to be made on the ſaid commons, common fields, or new incloſure, (with the aſſize or breadth of each of them reſpectively, ſo that the breadth of the ſaid public roads ſhall remain 30 feet wide, and the other roads 20 feet wide at leaſt) under their hands and ſeals; the ſame to be inrolled at the ſaid general quarter-ſeſſions. And that it ſhall not be lawful for any perſon or perſons hereafter to uſe any other ways or roads over the new incloſure, either on foot or with any horſe, mule or aſs, or with any coach, calaſh, chariot or chaiſe, or with any waggon, cart or other carriage, but ſuch highways or roads as the ſaid commiſſioners ſhall ſo aſcertain and appoint as aforeſaid. *Provided nevertheleſs*, that nothing in this act contained ſhall be conſtrued, deemed or taken to impower or give liberty to the ſaid commiſſioners, or any of them, to ſtop or turn any of the preſent high roads leading over the ſaid commons or common fields, or to appoint how or by whom the ſame, or any of them, ſhall be repaired; but that the ſame ſhall from time to time be amended and repaired by ſuch perſons as ſhall be intereſted in the ſaid commons, common fields, or new incloſure, in proportion to their reſpective ſhares or intereſts therein. *Provided always, and it is hereby declared and enacted*, that the ſaid rector of the pariſh church of *S.* and his ſucceſſors, ſhall at all times hereafter have, receive and take all ſuch or the like tithes yearly iſſuing or ariſing from or out of any of the lands agreed and hereby enacted to be incloſed as aforeſaid, as the ſaid rector is now intitled to have, receive and take from or out of any lands, within the ſaid pariſh; and that an allotment ſhall be made to and for the uſe and benefit of the ſaid rector and his ſucceſſors, in reſpect of the glebe-land belonging to the ſaid rector, and his right of common in reſpect thereof, in like manner as other allotments are hereby directed and enacted to be made to the other proprietors of lands within the ſaid pariſh as aforeſaid. *And it is hereby further enacted* by the authority aforeſaid, that upon the death of any of the commiſſioners, or of any new commiſſioners to be appointed in their ſtead, the perſons who for the time being ſhall be intereſted in the ſaid commons, common fields, or new incloſure, or the major part of them in number and value, ſhall from time to time, within two months after the death of any commiſſioner or commiſſioners, by writing under their hands and ſeals, appoint one or more new commiſſioner or commiſſioners, not intereſted in the ſaid commons, common fields, or new incloſures, in the room or ſtead of every commiſſioner dying as aforeſaid; which commiſſioner or commiſſioners ſo to be appointed, ſhall have the like powers and authorities, by virtue of this act, as the commiſſioners in whoſe places they ſhall ſucceed in were ſeverally veſted with; provided the ſurviving commiſſioners, or the major part of them, ſhall from time to time give public notice in the pariſh church of *S.* aforeſaid, of the time and place of every ſuch meeting, for the appointment of any new commiſſioner, at leaſt ten days before the ſame: every of which appointment of any new commiſſioner or commiſſioners ſhall be inrolled at the ſaid quarter-ſeſſions, within three kalendar months next after the making of ſuch appointment, *Provided always*, that the ſaid commiſſioners, or the ſurvivors of them, or any five or more of them, ſhall and are hereby obliged to give notice in the ſaid pariſh church of *S.* of the time and

Tithes.

New commiſſioners, how to be appointed.

Notice of commiſſioners meeting.

place of every meeting of the ſaid commiſſioners for the execution of all or any of the powers hereby veſted in them, and of the buſineſs to be done at ſuch meeting, at leaſt ten days before the ſame meetings reſpectively. *Provided always, and be it further enacted*, by the authority aforeſaid, that this act, or any thing herein contained, ſhall not extend, or be conſtrued, deemed, adjudged or taken, to revoke, make void, or in any wiſe alter any deed or deeds, ſettlement or ſettlements, limitation or limitations whatſoever; but that each and every proprietor ſhall ſtand and be ſeiſed of the ſaid allotments or ſhares ſo to be aſſigned to and accepted of by him or them, to the ſame uſe and uſes, and ſubject to the ſame limitations, eſtates, truſts and intereſts, as he or they did of the reſpective parts and ſhares which they enjoyed before the taking of this act, and in lieu whereof ſuch allotments are made; any thing herein contained to the contrary thereof in any wiſe notwithſtanding; *Saving* to the king's moſt excellent majeſty, his heirs and ſucceſſors, and to all and every perſon and perſons, bodies politic and corporate, his, her and their heirs and ſucceſſors, executors and adminiſtrators reſpectively, (other than and except the ſaid Sir *J. S. J. P.* and the ſaid other proprietors of the ſaid commons, and common fields, their heirs, ſucceſſors, executors and adminiſtrators,) all ſuch eſtate, right, title and intereſt, as, they, or any, or either of them, had or might have had, if this act had never been made; *Saving alſo* to the right honourable *M.* earl of *A.* his heirs and aſſigns, all ſuch royalties, eſtate, right, title and intereſt, in, to and out of all ſingular the premiſſes by this act intended to be incloſed, as he or they had, or might have had, in caſe this act had not been made.

This act not to revoke any deed, &c.

Saving, &c.

Sixthly, To confirm Deeds, Wills, Eſtates, &c.

An Act for Confirming and Eſtabliſhing the Partitions made between W. P. *Eſq; (ſince deceaſed) and the Honourable* C. E. *Eſq; and others, of ſeveral Manors and Lands in the Counties of* S. K. *and* S. *and to enable* W. *and* S. P. *Infants, to make Partition of Lands in other Counties, and to ſell the ſame, and purchaſe other Lands to be ſettled to the ſame Uſes; and for rectifying a Miſtake in the Marriage-Settlement of* W. Q. *Eſq.*

Recital,

WHEREAS the right honourable *A.* late counteſs of *O.* deceaſed, who was the ſurviving daughter and heir of *P.* late viſcount *B.* the younger, deceaſed, who was the only ſon and heir of *P.* late viſcount *B.* the elder, deceaſed, was in her life-time ſeiſed in fee-ſimple of and in divers freehold manors, &c. in the counties of *S. K. T. E. G.* and *H.* and in the city of *L.* and in or about, &c. died thereof ſo ſeiſed, without iſſue; and the reverſion thereof expectant on the death of the right honourable *A.* late earl of *O.* deceaſed, who was thereof tenant for life, and died in or about the year, &c. deſcended and came to her four aunts; that is to ſay, *C.* late wife of *H.*

that lands in *S. K. T. E. G. H.* and *L.*

deſcended to *C.* late lady

H. lord *N.* afterwards marquis of *D.* deceaſed, *A.* late viſcounteſs *B.* deceaſed, *M.* late counteſs of *A.* deceaſed, and *E.* late wife of the right honourable *F.* lord *D.* and afterwards created counteſs of *S.* and alſo deceaſed. *And whereas* by the death of the ſaid *C.* late lady *N.* her right, title and intereſt of, in and to one fourth part of the ſaid premiſſes deſcended and came to and between her two daughters, *A.* lady *R.* deceaſed, and the lady *G. P.* deceaſed, that is to ſay, to each of them a moiety of the ſaid fourth part: *And whereas W. Q.* of, &c. eſq; is intitled unto the ſaid whole eighth part of the ſaid lady *R.* of, in and to the ſaid manors, meſſuages, lands, tenements, hereditaments and advowſons in the ſaid county of *S.* *And whereas J. R.* of, &c. eſq; lately deceaſed, did claim the ſaid whole eighth part of the ſaid lady *R.* of, in and to the ſaid manors, lands and premiſſes in the ſaid counties of *K.* and *S.* *And whereas W. P.* of, &c. eſq; lately deceaſed, did claim the ſaid whole eighth part belonging to the ſaid lady *G. P.* of and in the ſaid manors, &c. and did convey all his right therein to the honourable *H. P.* of, &c. eſq; and *R. B.* of, &c. eſq; on certain truſts; and the ſaid eighth part belonging to the ſaid lady *G. P.* is alſo claimed by the honourable *J. M.* and *C. M.* eſqrs. and their claim to that eighth part is now proſecuted by them, by a bill in the high court of Chancery: *And whereas* by the death of the ſaid *A.* late viſcounteſs *B.* deceaſed, her right, title and intereſt of, in and to one other fourth part of the ſaid manors, &c. whereof the ſaid late counteſs of *O.* died ſeiſed as aforeſaid, deſcended and came to and amongſt her four daughters, that is to ſay, the honourable *E.* the wife of the honourable *C. E.* of, &c. eſq; and the honourable *A. P.* of *W.* widow, the honourable dame *J. B.* of *P.* near *W.* widow, and the honourable dame *M. B.* of the city and county of the city of *C.* widow, mother of Sir *R. B.* of the *H.* in the county of *L.* baronet; that is to ſay, to each of them a fourth part of the ſaid fourth part; which undivided ſhare of the ſaid *A. P.* is now ſettled upon her the ſaid *A. P.* for her life, and afterwards upon the ſons of the ſaid *W. P.* ſucceſſively, in tail male, who are two, *W.* and *S.* infants, under the age of one and twenty years; with a remainder to the heirs of the body of the ſaid *A.* remainder to her own right heirs; and the ſaid undivided ſhare of the ſaid dame *M. B.* is claimed and enjoyed by the ſaid Sir *R. B.* *And whereas* the ſaid *W. Q.* is alſo intitled unto the fourth part of the ſaid manors, &c. in the ſaid county of *S.* whereof the ſaid late counteſs of *O.* died ſeiſed as aforeſaid, belonging to the ſaid late counteſs of *A.* all which ſaid undivided ſhare or parts of him the ſaid *W. Q.* were ſettled upon his marriage with *B.* his now wife, daughter of *M. R.* of *C.* in the county of *S.* eſq; *And whereas A. A.* of *L.* widow, is intitled unto the ſaid fourth part of the ſaid manors, &c. in the ſaid county of *S.* whereof the ſaid late counteſs of *O.* died ſeiſed as aforeſaid, belonging to the ſaid late counteſs of *S.* *And whereas* the two remaining fourth parts of the ſaid manors and premiſſes in the ſaid counties of *K.* and *S.* whereof the ſaid late counteſs of *O.* died ſeiſed as aforeſaid, belonging to the ſaid late counteſs of *A.* and the ſaid late counteſs of *S.* are claimed by the ſaid *J. R. R. K.* of, &c. eſq; and *P. G.* of, &c. Dr. in phyſic, and *E.* his wife; *And whereas* by indenture *Octopartite*, bearing date, &c. between the ſaid *W. Q.* of the firſt part, the ſaid *W. P.* (ſince deceaſed) of the ſecond part, the ſaid *C. E.* and *E.* his wife, the ſaid *A.* *P.*

N. A. late viſcounteſs *B* &c. on death of lady *N.* one fourth deſcended to her daughters lady *R.* and lady *G. P. W. G.* intitled to one eighth of lady *R.*'s part.

J. R. intitled to the other one eighth of her part.

W. P. claimed the ſaid one eighth belonging to lady *G. P.* and which is claimed by *J. M.* and *C. M.* eſqrs.

One fourth belonging to the counteſs of *O.* deſcends to her daughters.

W. Q. intitled to one fourth, whereof the late counteſs of *O.* died ſeiſed.

A. A. intitled to one fourth.

Remaining fourth part claimed by ſaid *J. R. R. K. P. G.* and *E.* his wife.

Recital of deed of partition by lots.

P. the ſaid dame *J. B.* and Sir *R. B.* of the third part, the ſaid *A. A.* of the fourth part, the moſt noble *B.* ducheſs of *C.* and the right honourable *T.* earl of *S.* of the fifth part, the ſaid dame *M. B.* of the ſixth part, *E. R.* of, &c. gent. of the ſeventh part, and *J. A.* of, &c. gent. of the eighth part, (which ſaid ducheſs of *C.* the earl of *S. E. R.* and *J. A.* are together with ſome other of the ſaid parties, intitled to divers copyhold lands, lying intermixed and uſually held with the ſaid manors, lands and hereditaments in the ſaid county of *S.* intended by the ſame indenture to be divided,) *It is therein witneſſed*, that they the ſaid *W. & W. P. C. E.* and *E.* his wife, *A. P.* dame *J. B.* Sir *R. B.* and *A. A.* had cauſed a diviſion to be made of the ſaid freehold manors, &c. in the ſaid county of *S.* with their appurtenances, into four equal parts, which ſaid four parts were ſubdivided into eight equal parts, for the convenience of ſuch of the parties as had not a full fourth part in the premiſſes; which ſaid diviſion is intitled, *The diviſion of all the freehold manors, meſſuages, farms, advowſons and hereditaments in the county of S. intended to be divided into four equal parts; which ſaid four parts are ſubdivided into eight equal parts, and is otherwiſe deſcribed in the ſame indenture, and is contained in an ingroſſed ſchedule thereunto annexed. And it is hereby agreed* by all the parties to the ſaid indenture, who had any part or ſhare in the freehold manors, &c. intended to be divided, that the ſeveral parts or ſhares mentioned in the ſchedule aforeſaid ſhould be written in ſcrolls, and incloſed in balls of wax of an equal ſize, and drawn by lots, and afterwards openly read and delivered to the ſeveral perſons intereſted, and memorandums made in writing in the margin of the ſaid ſchedule or diviſion annexed, over againſt the part or ſhare of the premiſſes which belongs to the perſons for whom the ſame were drawn thereby expreſſing and declaring to whom that particular ſhare and part of the premiſſes is, in manner aforeſaid, allotted; the rules and methods of ſuch drawing being therein more particularly deſcribed: and that the ſame ſhould be and remain as a full and perfect partition and ſeverance amongſt and between the ſaid parties of all the ſaid manors, &c. thereby intended to be divided. *And it is* in and by the ſaid indenture *agreed* between the ſaid parties thereto, who were intitled to an intereſt in the freehold premiſſes reſpectively, and for their reſpective heirs, executors and adminiſtrators, That the ſaid partition and diviſion of the premiſſes ſo to be made as aforeſaid, ſhall be taken to be as good effectual and unavoidable in law, to all intents and purpoſes whatſoever as any diviſion or partition might or could have been made in any manner of ways whatſoever or howſoever, and with ſuch other covenants and agreements between the ſaid parties, for the better eſtabliſhing and confirming ſuch diviſion and partition, as in the ſame indenture are contained. *And whereas* the ſaid ſeveral lots were impartially, and to the ſatisfaction of all the ſaid parties therein concerned, drawn and delivered to, or to the uſe of, the ſeveral perſons intitled to the ſame by virtue of ſuch drawing and delivery, and were written in the margin of the ſaid ſchedule or diviſion to whom the ſame did belong, purſuant to the ſaid indenture: *And whereas* by certain articles of agreement indented made and concluded upon the, &c. between the ſaid *C. E.* and *E.* his wife, the ſaid *A. P.* dame *J. B.* Sir *R. B. W. P.* (ſince deceaſed) and *H. B.* of, &c. gent. of the firſt part, the ſaid *J. R.* of the ſecond part, and the ſaid *R. K. P. G.* and *E.* his wife, of the third part, (reciting

The lots drawn and delivered.

Deed of exchange.

as therein is recited,) *It is agreed* by and between all the ſaid parties to the ſaid recited articles of agreement, That the ſaid ſeveral parties in the ſaid recited articles named, ſhould reſpectively ſeverally hold, receive and take for their ſeveral full ſhares and parts of the ſaid manors and premiſſes in the ſaid counties of *K.* and *S.* the ſeveral meſſuages, farms, lands and hereditaments in the ſaid recited articles particularly deſcribed and agreed to by the ſaid parties to the ſame recited articles, to be ſeverally and reſpectively held, ſubject to ſuch covenants and agreements as are therein mentioned, for the better eſtabliſhing and confirming ſuch partition, as by the ſaid recited articles, relation, &c. *And whereas* after ſuch diviſions made, as aforeſaid, the ſaid parties reſpectively have ſeverally entered into the ſeveral farms, lands and hereditaments ſo allotted to them reſpectively, and have ever ſince continued to receive the rents thereof ſeverally. *And whereas* by reaſon of the nonage of the ſaid *W. P.* and *S. P.* and other diſabilities in ſome of the ſaid parties, in reſpect of their eſtates, or otherwiſe, the ſaid partitions or diviſions made by the ſaid recited indenture and articles cannot be confirmed, and the ſaid ſeveral parties hold and enjoy their ſeveral ſhares of the ſaid manors, &c. ſeverally allotted to them, according to the true meaning of the ſaid indenture and articles, for ſuch eſtates and intereſts therein, and ſubject to ſuch truſts, proviſoes and incumbrances reſpectively, as the ſaid parties reſpectively at the time of ſuch diviſion did hold or claim their undivided ſhares or proportions reſpectively, without the aid of an act of parliament; which is to the great damage of the ſaid parties, in reſpect of their not being able to improve the ſaid manors, lands and hereditaments, ſo long as they are undividedly held; for remedy whereof, and for confirming the ſaid diviſions and allotments, *May* it therefore pleaſe your majeſty, at the humble petition of the ſaid *W. Q.* and *M. R.* in behalf of *W. Q.* an infant, ſon of the firſt named *W. Q.* and grandchild of the ſaid *M. R. R. B. C. E.* and *E.* his wife, *A. P.* dame *J. B.* Sir *R. B.* and *A. A. J. R. R. K. P. G.* and *E.* his wife, that it may be enacted, *And be it enacted* by, &c. That the ſaid partitions, diviſions and allotments as the ſaid freehold (and not copyhold) manors, &c. in the ſaid counties of *S. K.* and *T.* ſo ſeverally divided, ſet out and allotted to the ſaid reſpective parties in and by the ſaid ſchedule to the ſaid firſt mentioned indenture annexed, and in and by the ſaid recited articles, *ſhall be*, and *are hereby* ſeverally ratified and confirmed to them reſpectively, or thoſe rightfully claiming, or which may rightfully claim the ſame reſpectively, according to their eſtates or intereſts therein reſpectively, ſubject to the proviſo next herein after mentioned; and ſhall accordingly be held and enjoyed in ſeveralty, *ſubject* and liable to the ſame truſts, uſes, eſtates, ſettlements, charges and incumbrances, to which the ſame undivided parts or ſhares at the time of the ſaid partitions or diviſions were, or ſince are, ſubject or made liable to, or can be affected with; *And* that every part of the ſaid divided ſhares, parts or lots, ſhall be reſpectively ſeparately held free from all ſettlements, charges and incumbrances of any of the other owners, of any other of the ſaid parts and ſhares reſpectively, wherewith they had reſpectively charged their ſeveral and reſpective parts and ſhares whilſt the ſame remained undivided; ſo that each ſhare, lot

After the diviſions the parties entered, &c.

Neceſſity of this act of confirmation.

(Enacted.) that the partitions be confirmed;

Subject, &c.

Free, &c.

lot or divided part, ſubject to its own incumbrances only, ſhall continue and remain to all intents and purpoſes, inſtead of and as the ſaid undivided parts reſpectively were at the time of making ſuch diviſion.

G. P.'s eighth part to be held in ſeveralty till the claim is determined.

Provided and it is enacted, That the ſaid eighth part of the ſaid lady *G P.* is to be, and ſhall be held and enjoyed in ſeveralty by ſuch perſon and perſons who now have, or who, on the final determination of the claims of the ſaid perſon claiming the ſame, ſhall appear to have right thereto, for ſuch eſtate and eſtates as they ſhall ſo reſpectively appear to have therein.

The recited deeds confirmed,

And it is hereby further enacted, That the ſaid firſt recited indenture, and the ſchedule thereof, and diviſion thereby made, as touching and concerning the freehold (and not copyhold manors) lands and hereditaments therein mentioned, and the ſaid recited articles, and the partition and diviſion thereby made, and the covenants and agreements therein contained ſhall be, and are hereby ratified and confirmed in all things according to the true intent and meaning of them reſpectively; *and* for the better preſerving the ſaid recited indenture and ſchedule thereof, and the ſaid recited articles, for the benefit of all the perſons that are or may be concerned therein, it is

and directed to be inrolled.

hereby directed that the ſame reſpectively be inrolled in the rolls of the high court of Chancery; and that the ſaid firſt recited indenture and ſchedule, and articles or copies thereof from ſuch inrolments, ſhall and may be given in evidence, and allowed in all courts of law and equity.

One eighth of the premiſſes in *S.* fell upon Sir *R. B.* and *A. P.* whoſe ſhare cannot be divided.

And whereas one eighth part of the ſaid manors, &c. in the ſaid county of *S.* did by lot, according to the true meaning of the ſaid firſt mentioned indenture, fall upon the ſaid Sir *R. B.* and *A. P.* whoſe ſhare therein being, as before is mentioned, ſettled after her deceaſe upon the ſaid ſons of the ſaid *W. P.* being infants, cannot be divided, nor can there be any diviſion or partition made of the reſidue of the ſaid manors, meſſuages, lands and hereditaments, late the eſtate of the ſaid *A.* counteſs of *O.* in the counties of *E. G. H.* and the city of *L.* which came and deſcended as aforeſaid, by reaſon of ſuch infancy of them the ſaid *W. P.* the ſon, and *S. P.* nor can the ſame be ſold though greatly for the ſaid infants benefit, whereby great inconveniencies will ariſe to the ſaid eſtate; whereas if the ſame may be divided and partition thereof made, it will be greatly for the improvement of the ſaid eſtate, and for the advantage of the ſaid infants, and all perſons intereſted, for remedy whereof, *Be it further enacted* by the authority aforeſaid, That all and every the ſhare and parts of the ſaid manors, &c. in the ſeveral counties aforeſaid, and in the city of *L.* belonging to the ſaid *A. P.* and ſettled upon the ſaid children of the ſaid *W. P.* the father (ſubject nevertheleſs to and without prejudice of her eſtate for life therein) ſhall from henceforth be, and are hereby transferred unto, and veſted and ſettled in and upon the right honourable *W.* lord viſcount *C* of the kingdom of *S.* and the honourable *C. E.* eſq; the honourable *H. P.* eſq; and the ſaid *R. B.* and their heirs, to the uſe of them, their heirs and aſſigns, freed and diſcharged from all intails, ſettlements and incumbrances whatſoever; *In truſt* nevertheleſs, that they the ſaid *W.* lord viſcount *C. C. E. H. P.* and *R. B.* and the ſurvivors and ſurvivor of them, and his heirs, ſhall and do at any time or times, as ſoon as and when the ſeveral parties ſhall agree, by indenture

Nor can there be any partition of the reſidue of the late eſtate of the ſaid counteſs of *O.* in *E. G. H.* and *L.*

A partition of advantage.

Enacted, that the premiſſes ſettled on ſaid infants, ſubject to eſtate for life, ſhall be veſted in truſtees to make partition,

ture or indentures under their hands and ſeals, together with all and every, or any other the perſon or perſons who are intereſted in any of the ſaid parts or ſhares in the premiſſes aforeſaid, make partition and diviſion of the ſaid manors, meſſuages, lands and premiſſes, in all the ſeveral counties and city of *L.* aforeſaid not already divided; *And upon truſt* that they the ſaid truſtees, or the ſurvivors or ſurvivor of them, do by the ſame indenture or indentures of partition, limit and appoint what meſſuages, lands, tenements and hereditaments, and what part thereof ſhall be to and for the uſe and behoof of the ſaid *W. P.* the ſon, and *S. P.* after the deceaſe of the ſaid *A. P.* in lieu of their reſpective eſtates and intereſts which they had reſpectively in the ſaid manors, &c. whilſt undivided; and that ſuch meſſuages, &c. ſhall be allotted, limited and appointed as and for the ſeparate ſhare and part of the ſaid *W. P.* and *S. P.* as aforeſaid, (ſubject to the eſtate for life therein of the ſaid *A. P.*) ſhall be to the ſame uſes, and be held and enjoyed by the ſame perſon and perſons, and for the ſame eſtate and eſtates, and upon the ſame truſts, and to and for ſuch intents and purpoſes, as are now limited or ſettled of and concerning the ſaid undivided fourth part of a fourth part of the premiſſes belonging to the ſaid *A. P.* and to and for no other uſe, intent or purpoſe whatſoever: *And upon this further truſt*, that they the ſaid *W.* lord viſcount *C. C. E.* *S. P.* and *R. B.* or the ſurvivors or ſurvivor of them, or the heirs of the ſurvivor of them, do at any time or times, when and as it may be convenient, by and with the approbation of one of the maſters of the high court of Chancery for the time being, either in the life-time, or after the deceaſe of the ſaid *A. P.* make or join in the ſale of the ſaid part or ſhare of the ſaid manors, meſſuages, lands, tenements, hereditaments and premiſſes in the ſeveral counties aforeſaid, and in the city of *L.* belonging unto the ſaid *A. P.* and ſettled upon the ſaid children of the ſaid *W. P.* the father, to ſuch perſon or perſons as ſhall be willing to purchaſe the ſame, or any part or parts thereof, for the moſt money, and beſt price or prices which can be reaſonably had or gotten for the ſame; and ſhall and do, with the like approbation as aforeſaid, (after deduction of all their coſts and charges in paſſing this act, and occaſioned by the execution of theſe truſts, which the ſaid truſtees are to retain to their own uſe) lay out the money ariſing upon ſuch ſale or ſales as aforeſaid in the purchaſe or purchaſes entirely, or in parcels, of ſome meſſuages, lands, tenements or hereditaments in the counties of *N. Y. D.* or *L.* or elſewhere in the kingdom of *England*; and the ſame, when purchaſed, ſhall ſettle to the ſame or the like uſes, and for the ſame eſtate and eſtates, as the ſaid part and ſhare of the ſaid *A. P.* in the ſaid manors, meſſuages, lands and premiſſes, are now ſettled or liable unto; and that ſuch purchaſer or purchaſers, ſo paying their purchaſe-money, ſhall be diſcharged from the ſame, and ſhall not be obliged to ſee the application thereof, or be anſwerable for the loſs or miſapplication thereof: *And upon further truſt*, that until a purchaſe can be made, ſhall and do, with the like approbation as aforeſaid, lend and place ſuch money ariſing by ſuch ſale or ſales as aforeſaid in the exchequer, or in the bank of *England*, or ſome other good ſecurity or ſecurities at intereſt, which intereſt ſhall go and be paid in ſuch manner as the rents and profits of ſuch purchaſe or purchaſes

and limit them to the uſes of the infants, &c.

Truſtees by the approbation of a maſter in chancery, may ſell the premiſſes

and purchaſe others,

and ſettle the ſame to uſes.

Money ariſing by ſale to be ſecured till a purchaſe made.

Truſtees not anſwerable for one another.

chaſes as aforeſaid, when made, are to go and be paid; *And* th the ſaid truſtees ſhall not be anſwerable for the loſs of any m ney that ſhall happen by reaſon of the failure of any perſon ſecurity in whoſe hands or upon which the ſame had been pla with ſuch approbation as aforeſaid. *And whereas* upon the mar age of the ſaid *W. Q.* with the ſaid *B. R.* by indentures of l and releaſe, bearing date, &c. the releaſe being made between ſaid *W. Q.* and *G. Q.* his mother, of the firſt part, the ſaid *R.* and *E G.* of the ſecond part, Sir *T. L.* bart. and Sir *W. C.* b of the third part, the ſaid *B. R.* of the fourth part, and *P. Q.* you er brother of the ſaid *W. Q.* of the fifth part, certain lands in county of *H.* of the yearly value of 250*l. per ann.* were by miſt and contrary to the agreement upon the treaty of the ſaid m riage, ſettled upon truſtees (after the determination of certain tates for lives) *To the uſe* of the firſt and every other ſon of marriage ſucceſſively in tail male, with remainders over, wher the ſaid *W. Q.* is diſabled to make ſo ample a proviſion for younger children as he may otherwiſe do: *And whereas* alſo ſaid fourth and eighth parts of the ſaid manors, lands, tenem and hereditaments in the ſaid county of *S.* were ſettled upon ſame truſtees (after the determination of certain eſtates for li to the ſame uſes as the ſaid lands in the county of *H.* were mited: *And whereas* the ſaid *W Q. M. R.* and all the other pa to the ſaid ſettlement, are deſirous, willing and agreed, that the lands in the ſaid county of *H.* ſhall continue ſettled to the uſes as they are now under, but that part of the lands in county of *S.* of the like yearly value, ſhould be at the diſpoſ the ſaid *W. Q.* diſcharged from the limitations in the ſaid m age-ſettlement; *Be it therefore further enacted* by, &c. that all t ſeveral farms and lands now or late in the ſeveral tenures or poſſe of, &c. called, &c. which ſaid lands are ſituate, &c. in the ſaid co of *S.* which laſt mentioned lands are part of thoſe allotted to the *W. Q.* by the diviſion aforeſaid, ſhall be abſolutely and fully ve and the ſame are hereby abſolutely and fully veſted in the *W. P.* the father and his heirs, *To the uſe and behoof* of him the *W. Q.* his heirs and aſſigns for ever, freed and diſcharged from the eſtates, uſes, truſts, proviſoes, limitations, remainders, rever and contingencies limited, appointed or declared in the ſaid *W.* marriage-ſettlement concerning the ſame; any thing therein, or in act contained, to the contrary thereof in any wiſe notwithſtand *Provided always, and be it enacted* by, &c. that the lots, ſhares divided parts allotted to the ſaid Sir *R. B.* by the ſaid inden *octopartite* and articles aforeſaid, ſhall nevertheleſs remain, conti and be in ſuch perſon and perſons, and for ſuch eſtate and eſt and under and ſubject to ſuch truſts, powers, charges and ag ments, as the ſaid undivided ſhare of the ſaid dame *M. B.* cl ed by the ſaid Sir *R. B.* as aforeſaid, was at the making the partition ſubject and liable to; any thing in this act, or in ſaid indenture *octopartite* and articles contained, to the contrary any wiſe notwithſtanding; *Saving*, &c. other than and except and every perſon and perſons claiming from, by or under the

Recital of *W. Q.*'s marriage ſettlement, and of a miſtake therein.

Deſirous that the lands in *H.* ſhall continue as now, but that part of them in *S.* ſhould be at *W. Q.*'s diſpoſal So enacted.

Sir *R. B.*'s lots ſhall remain the ſame as the undivided ſhare of dame *M. B.* was at the partition.

C. wife of the marquis of *D.* the ſaid *A.* viſcounteſs *B.* the ſaid *M.* counteſs of *A.* or the ſaid *E.* counteſs of *S.* or any of them, all their reſpective right, &c.

An Act for confirming and making good the laſt Will and Teſtament of H. N. *Eſq; deceaſed.*

WHEREAS *H. N.* late of, &c. eſq; having iſſue by *K.* his wife four daughters, to wit, *A. K. J.* and *M.* and being ſeiſed of an eſtate of inheritance of and in divers meſſuages, farms, lands and tenements in the counties of *M.* and *N.* of near the yearly value of 1000*l.* part whereof, to wit, about 550*l per annum*, the ſaid *H. N.* as only ſurviving ſon and iſſue male of *H. N.* his deceaſed father (his two only brothers *G.* and *W.* being both dead without iſſue) was by virtue of an indenture of ſettlement, bearing date, &c. made between the ſaid *H. N.* the father, of the one part, and *W. S.* eſq; *J. N.* and *N. J.* gent. of the other part, ſeiſed of an eſtate-tail, with the immediate remainder thereof to himſelf in fee, and the reſidue thereof, being upwards of 400*l. per annum*, the ſaid *N. H.* the ſon was ſeiſed of an abſolute eſtate in fee-ſimple; and the ſaid *H. N.* the ſon, being thus ſeiſed, and intending by his laſt will (among other things) to provide for his ſaid daughters, by giving plentiful portions out of his ſaid eſtate to his ſaid three younger daughters, and by giving his ſaid eſtate, charged with the ſaid portions, unto his ſaid eldeſt daughter and the heirs of her body, with remainders over ſucceſſively in tail to his ſaid younger daughters, did make and execute his laſt will and teſtament, in manner, and conſiſting of the words and figures following; that is to ſay, *In the name of God, Amen.* I *N.* of, &c. do this, &c. make, &c. firſt, I give and deviſe unto my moſt dear and affectionate wife for her jointure, in lieu and ſatisfaction of her title of dower, in and to all my hereditaments, the annuity or clear yearly rent of 300*l.* of, &c. to be annually paid unto her and her aſſigns, from and after my deceaſe, during her life, (without any deduction for taxes or any other cauſe) upon, &c. from and out of all that, &c. the firſt payment thereof to be made on ſuch of thoſe days as ſhall firſt happen after my deceaſe; and my will is, that if the ſaid annuity of 300*l.* or any part thereof, ſhall be behind, &c. ſhe my ſaid wife, &c. ſhall and may enter, &c. and diſtrain, &c. And as to the eſtate itſelf, of all and ſingular my ſaid hereditaments and premiſſes ſo charged with the ſaid annuity, I give and deviſe all the ſaid meſſuages, &c. unto my approved faithful friends, *R. V.* of, &c. eſq: *R. S.* of, &c. eſq; *G. S.* of, &c. and *T. W.* of, &c. eſq; and unto their executors, &c. for and during the term of 20 years next enſuing my deceaſe, and from thence full to be compleat and ended, without impeachment of waſte, upon ſuch truſt and with ſuch condition or limitation as is herein after declared touching the ſame; and from and after the end or other determination of that eſtate, I give and deviſe the ſame hereditaments unto my firſt ſon, &c. and in default of any ſon of mine, or heirs of the body of ſuch ſon, then I give and deviſe all and ſingular my ſaid hereditaments (ſubject to my ſaid charge) unto my eldeſt daughter *A. N.* and to the heirs

H. N. ſeiſed of an eſtate of inheritance of about 1000*l. per annum*, of 550*l. per annum*, part thereof, he was ſeiſed in tail purſuant to a ſettlement, the reſt in fee-ſimple.

Intended by his will to provide for his daughters.

The will.

Annuity to the widow.

His eſtate to truſtees for 20 years;

after that to his firſt, &c. ſon.

For want thereof to eldeſt, &c.

Daughter.

heirs of her body iſſuing; and for want of ſuch heirs, unto my ſecond, &c. and for want of ſuch heirs, then I leave the premiſſes to deſcend to my right heirs: And I do hereby declare, that the ſaid term or eſtate for 20 years hereby before given unto the ſaid *R. V R. S G. S.* and *T. W.* their &c. is upon truſt and confidence, and to the intent and purpoſe that they, their, &c. ſhall and will, by and out of the rents, iſſues and profits of the premiſſes, levy and raiſe the ſum of 2500*l.* a-piece of, &c. for each of my ſaid three younger daughters, and the like ſum for every poſthumate daughter of mine (if any ſuch ſhall be) for their ſeveral portions, to be paid them as they reſpectively ſhall attain the reſpective ages of 21 years, or ſhall be married by conſent of the guardians herein after named, (or any two of them, whereof their mother, if ſurviving, to be one) at the election of the ſaid guardians, and until the ſaid portions be paid, ſhall out of the ſaid rents, iſſues and profits, raiſe and pay to each of them my ſaid younger daughters, for their reſpective maintenance, the yearly ſum of 20*l.* a-piece, until they attain their ſeveral ages of 12 years; and afterwards, as they ſhall reſpectively accompliſh that age, the ſum of 30*l. per ann.* and ſhall and yearly raiſe and pay in like manner, to and for my eldeſt daughter for her maintenance, the like ſucceſſive ſums of 20*l.* and 30*l.* and if any ſuch ſon as aforeſaid ſhall be born, and he or his iſſue ſhall live till ſhe attain her age of 21 years, that then my ſaid truſtees ſhall raiſe for him 3000*l.* for her portion; all the ſaid maintenance-ſums to be paid quarterly from and after my deceaſe; and in caſe any one or more of my ſaid younger daughters ſhall deceaſe before ſuch her marriage or her attainment of her ſaid age of 21 years, or if my ſaid hereditaments ſhall come to her immediately after the end of the ſaid term of 20 years, by the death of my ſaid eldeſt daughter without iſſue, then my will is, That the portion of her and them ſo dying, or coming to poſſeſſion, ſhall ſurvive unto the reſt of them my ſaid younger daughters. *Provided always*, and I do annex it as a condition or limitation to the ſaid portions hereby given to my ſaid younger daughters, That if any of them ſhall refuſe to make and execute unto my ſaid eldeſt daughter, or the heirs of her body, (or to ſuch other of my ſaid daughters who by the death of my ſaid eldeſt daughter without iſſue ſhall then come to the immediate inheritance of the premiſſes by the deviſe aforeſaid) ſuch releaſe or other aſſurance of my ſaid hereditaments, whereby all my ſaid younger daughter's eſtate, right, title, claim and pretence whatſoever, both in law or equity, in or to the premiſſes, or any part of any of them (otherwiſe than by virtue of this my will) ſhall be barred or extinguiſhed, then the portion and portions of her and them ſo refuſing ſhall not be paid to her or them, but (if then raiſed) ſhall be paid unto her that ſhall require or tender ſuch releaſe. *Provided* likewiſe, and it is a condition or limitation by me annexed to the ſaid term of 20 years hereby deviſed to my ſaid truſtees, That as ſoon as the occaſion of my giving or raiſing that term (which was only for the providing portions and maintenances for my ſaid children as aforeſaid) ſhall ceaſe or be over, either by payment thereof to be made or ſufficiently ſecured (to the liking and ſatisfaction of my ſaid truſtees or the ſurvivors or ſurvivor of them) by my ſaid eldeſt daughter, or any other perſon to whom the remainder of the premiſſes immediately expectant on the ſaid term by this will ſhall belong, or by the deceaſe of my

Declares the 20 years term is to raiſe and pay the younger daughters portions

and maintenance.

Maintenance of eldeſt daughter.

On death of any younger daughter, ſurvivor to have her portion.

Condition that younger daughters ſhall execute any deed of the eſtate to the elder.

Proviſo as to the term becoming void.

my ſaid daughters without iſſue before the ſaid portion ſhall become payable, or by my ſaid truſtees raiſing the ſaid portions and maintenances, or any otherwiſe howſoever, that then the ſaid occaſion being over, (and they my ſaid truſtees being alſo paid and reimburſed by perception of the ſaid rents and profits, or otherwiſe, all ſuch reaſonable coſts, charges, and expences as they ſhall be put unto in the managing or executing the ſaid truſt, or by reaſon thereof,) the ſame term of 20 years ſhall ceaſe, determine and become utterly void. Unto each of them my ſaid friends and truſtees, I give, &c. All the reſt and reſidue of my perſonal eſtate after my debts paid and funeral expences diſcharged, I give and bequeath unto my dear wife *K. N.* and my eldeſt daughter *A. N.* whom I do make and appoint co-executors of this my laſt will and teſtament; and out of the great opinion I have of the juſtice, prudence and integrity of my ſaid truſtees, I do make my wife and them, and the ſurvivors and ſurvivor of them, tutors and guardians of all my ſaid children, hereby committing to my wife and them the cuſtody and tuition of my ſaid children, and the care and management of their eſtates and portions, until they reſpectively ſhall attain their ſaid reſpective ages of twenty-one years, or ſhall be married by ſuch conſent as aforeſaid; and for all charges and expences my ſaid truſtees and guardians ſhall be put unto in the acting in and managing of thoſe truſts, I would have made a full allowance made them. *In* Probate. *witneſs*, &c. Which ſaid will the ſaid *K. N.* widow and relict of the ſaid teſtator, did duly prove, as by the probate thereof may more fully appear. *And whereas* the ſaid *H. N.* ſome time after the making of the ſaid will, did depart this life, having never revoked the ſaid will, and having no other iſſue, either born in his life time, or after his deceaſe, ſaving only his ſaid four daughters: *And whereas* the ſaid *K. N.* widow and relict of the ſaid teſtator, hath agreed to and accepted of the ſaid rent charge of 300*l. per ann.* in lieu and bar of her dower, or thirds which ſhe was intitled unto, out of all the ſaid lands and tenements of her ſaid late huſband: *And whereas* divers controverſies may riſe upon the ſaid will, by reaſon of part of the ſaid teſtator's eſtate being intailed, as aforeſaid, under colour whereof the ſaid three younger daughters may claim title to three fourths of ſuch part of the premiſſes as are intailed, as aforeſaid, in co-partnerſhip with the ſaid eldeſt daughter, to whom all the ſame premiſſes, together with the ſaid fee-ſimple eſtate, as deviſed, as aforeſaid; whereupon ſeveral ſuits may riſe, concerning the partition or diviſion of the ſaid intailed eſtate, which ſaid partition or diviſion cannot be made without great difficulty and expence, by reaſon of the ſaid intailed eſtate lying intermixed and promiſcuous with the fee-ſimple eſtate: and the value of each of the ſaid eſtates will be conſiderably leſſened, by the ſevering of the one from the other: *And whereas* the portions of 2500*l.* a-piece, given by the ſaid will to the ſaid three younger daughters, as aforeſaid, are of equal, if not greater value, than their reſpective ſhares would be of the ſaid intailed eſtate; ſo that the ſaid will of the ſaid *H. N.* the teſtator, is for the benefit of all his ſaid daughters, but the conteſting of the ſame will (if the ſame ſhould hereafter happen) may occaſion very great ſuits, miſchiefs and inconveniencies to the whole family: *And whereas* the ſaid portions, given by the ſaid will to the ſaid three younger daughters,

Reſiduary legatees executors.

Guardians.

H. N.'s death. Iſſue four daughters.

The widow's agreement in lieu of dower.

Controverſies may ariſe on account of the intailed eſtate.

Eſtates intermixed.

Value of portions of three younger daughters.

ters, are by the ſaid will expreſsly given and bequeathed to the ſaid three younger daughters, upon condition, that the ſaid three younger daughters ſhould convey over and extinguiſh their reſpective rights to the ſaid lands and premiſſes, which ſaid conveyance the ſaid three younger daughters are as yet incapable of making, by reaſon of their ſaid infancy: *Wherefore*, for the preventing of ſuch ſuits, expences and inconveniencies as may probably happen to the ſaid four daughters of the ſaid *H. N.* the teſtator, in caſe the validity of the ſaid will be ever hereafter called in queſtion: *In* moſt humble manner, your majeſty's moſt obedient ſubjects, the ſaid *K. N.* mother, and one of the guardians of the ſaid daughters, and executrix of the ſaid will, and the ſaid *R. V. R. S. G. S.* and *T. W.* being the truſtees and the other guardians for the ſaid daughters the infants, do on the behalf of the ſaid *A. K. J.* and *M. N.* the infants, daughters, and co-heirs of the ſaid *H. N.* the teſtator, moſt humbly beſeech your majeſty, that it may be enacted, *And be it enacted* by, &c. That the ſaid laſt will and teſtament of the ſaid *H. N.* the teſtator, herein before mentioned or recited, and all and every the clauſes, articles, matters and things herein contained, and all and every the deviſes, bequeſts and limitations thereby made, are hereby confirmed, eſtabliſhed and made good to all intents and purpoſes, both in law and equity: and that the ſaid meſſuages, lands, tenements and hereditaments, ſhall from time to time be enjoyed under the ſaid will, diſcharged of the eſtate-tail, veſted in the ſaid *H. N.* the teſtator, by virtue of the ſaid indenture of ſettlement. *Provided* always, That in regard the ſaid portions of 2500*l.* a-piece, to the ſaid three younger daughters of the ſaid teſtator, may not be ſufficiently ſecured by the ſaid term of 20 years, in the will mentioned, by reaſon of the ſhortneſs thereof; to the intent therefore, that the ſaid portions to the ſaid teſtator's ſaid three younger daughters, may be fully and effectually ſecured, *Be it therefore further enacted* by, &c. That the ſaid meſſuages, &c. (ſubject only to the ſaid rent-charge of 300*l.* *per ann.* to the ſaid *K.* the widow of the ſaid teſtator) ſhall not only during the reſt and reſidue of the ſaid term of 20 years, in the ſaid will mentioned, be liable and chargeable with the raiſing of the ſaid portions, but likewiſe, that the ſaid meſſuages, &c. ſhall after the determination of the ſaid term of 20 years, (in caſe all the portions ſhall not before that time be raiſed and paid) be liable to the raiſing of ſuch part, and ſo much of the ſaid reſpective portions, as ſhall not be raiſed and paid, by and out of the ſaid term, until all the ſaid reſpective portions ſhall be fully and effectually raiſed, paid and ſatisfied: *Saving always*, &c. (other than and except the ſaid *A. J. K.* and *M. N.* daughters of the ſaid *H. N.* the teſtator, and their reſpective heirs, and the reſpective heirs of their reſpective bodies; and likewiſe the heirs of the body, and the heirs of the ſaid *H. N.* the teſtator, and likewiſe the ſaid *K. N.* widow of the ſaid teſtator,) all ſuch right, &c. *Provided always*, that nothing herein contained ſhall be conſtrued to impeach, leſſen or any ways avoid the right, title, intereſt, claim, or demand, of *W. N.* of *H.* in the county of *B.* clerk, or any other perſon or perſons claiming by, from or under him, any thing, &c. notwithſtanding.

The will for the benefit of all the daughters is on condition.

Confirmation of the will.

Security of the portions.

Not to avoid a right, &c.

SEVENTHLY,

SEVENTHLY, To render Agreements more effectual.

An Act for making more effectual certain Articles of Agreement between Sir G. D. *Bart. and Dame* M. *eldeſt Daughter of Sir* W. B. *Knt. and her Truſtees.*

WHEREAS in or about the month of, &c. dame *M.* eldeſt daughter of Sir *W. F.* of, &c. knt. when ſhe was of the age of 13 years, was married to Sir *G. D.* of, &c. bart. (then *G. D.* &c.) and at that time about the age of 15 years: *And whereas* the ſaid *G. D.* and the ſaid dame *M.* never cohabited together, neither was there ever any conſummation of the ſaid marriage, and ſuch mutual diſguſts have ariſen towards each other, that there is no proſpect of any reconciliation, or of their ever cohabiting together: *And whereas* by articles of agreement *tripartite*, bearing date, &c. made between the ſaid Sir *G. D.* of the firſt part, the ſaid Sir *W.* and *W. E.* ſon and heir-apparent of the ſaid Sir *W. F.* of the ſecond part, and the ſaid dame *M.* of the third part, *reciting* (among other things) that the ſaid dame *M.* was intitled to the ſum of 1000*l.* as a legacy bequeathed to her by the laſt will of her uncle, the honourable *C. C.* deceaſed, and that the ſum of 2700*l.* had been paid by her the ſaid dame *M.* or ſome perſon in truſt for her, by the crown, upon the account of her being maid of honour to the late majeſty queen *A.* and that the ſaid ſeveral ſums of 1000*l.* and 2700*l.* had been laid out or inveſted by the ſaid dame *M.* or by her direction, in public funds, in truſt for her, and for her benefit; *and likewiſe reciting*, that it was agreed by the ſaid Sir *G. D.* that only to debar himſelf of all claim or title, which he might or could have, either in his own right, or in right of the ſaid dame *M.* in or to the ſaid ſums of 1000*l.* and 2700*l.* but likewiſe that the ſaid ſums of 1000*l.* and 2700*l.* as alſo the ſeveral ſums therein after mentioned of 2460*l.* 6*s.* 2000*l.* and 1600*l.* and all the produce of the ſaid ſeveral ſums, or of any part thereof, and all ſuch real or perſonal eſtate as had, or ever was, or ever ſhould come, remain, or deſcend unto, or in truſt for her, or had been, or ſhould be by any means acquired by the ſaid dame *M.* ſhould from time to time be enjoyed to her ſeparate uſe, and be at her ſeparate and abſolute diſpoſal, exclusive of the ſaid Sir *G. D.* his heirs, executors and adminiſtrators; *it is by the ſaid articles* (among other things) agreed, that the ſaid Sir *G.* and the ſaid dame *M.* ſhould for ever thereafter live aſunder and apart from each other, and that the ſaid Sir *G. D* and dame *M.* ſhould always ſue, proſecute or moleſt, or cauſe to be ſued, proſecuted or moleſted, each other or any other perſon on the account of them or either of them, or in reſpect of his or her living ſeparate or apart from the other; and that neither of them ſhould lay claim to each other's eſtate, real or perſonal, other than as therein and herein after is mentioned and expreſſed; *And* it is by the ſaid articles alſo covenanted by the ſaid Sir *G. D.* with the ſaid *W. F.* that the ſaid Sir *G. D.* ſhould be ſecurity for the payment of the ſaid ſum of 2460*l.* 6*s.* due from him

Sir *G. D.* married to *M. F.*

Not conſummated.

Mutual diſguſts.

Articles of agreement on ſeparation.

To live apart.

Sir *G. D.* to pay Sir *W. F.* 2460*l.* 6*s.* due on account ſtated, and other monies. Sir *W. F.* on receipt thereof to pay ſome to his daughter's ſeparate uſe.

him to the ſaid Sir *W. F.* upon a ſtated account, and likewiſe of the ſaid ſum of 2000*l.* ſuch payments of the ſaid ſeveral ſums of 2460*l.* 6*s.* and 2000*l.* to be made unto the ſaid Sir *W. F.* by the ſaid Sir *G. D.* upon, &c. *And* likewiſe the ſaid Sir *W. F.* did thereby covenant to pay unto the proper hands of his ſaid daughter, the ſaid dame *M.* or to ſuch perſon as ſhe ſhould appoint, the ſaid ſum of 1600*l.* upon the ſaid —— day of, &c. in caſe the ſaid ſeveral ſums of 2460*l.* 6*s.* and 2000*l.* ſhould be at the ſame time paid by the ſaid Sir *G. D.* which ſaid ſeveral ſums of 2460*l.* 6*s.* and 2000*l.* ſo to be paid by the ſaid Sir *G. D.* as aforeſaid, and the ſaid ſum of 1600*l.* ſo to be paid by the ſaid Sir *W. F.* as aforeſaid, and the produce thereof, are thereby agreed to be for the ſeparate uſe, and at the ſeparate and abſolute diſpoſal of the ſaid dame *M.* excluſive of the ſaid Sir *G. D.* And in conſideration that the ſaid Sir *W. F.* did therein after covenant that the ſaid dame *M.* ſhould join with the ſaid Sir *G. D.* in the levying of one or more fine or fines of his the ſaid Sir *G. D.*'s real eſtate, in manner as therein after is mentioned, the ſaid Sir *G. D.* did aſſign and transfer unto the ſaid Sir *W. F.* all the ſaid two ſeveral ſums of 1000*l.* and 2700*l.* and all and every other ſum and ſums of money whatſoever, and all the perſonal eſtate whatſoever, or of what nature ſoever, or whereſoever the ſame were, to which the ſaid dame *M.* or any perſon or perſons in truſt for her, then was, or were, at any time thereafter, ſhould be any ways poſſeſſed of, or intitled unto: and all the produce, intereſt and increaſe thereof, or any part thereof, and all the eſtate, &c. of him the ſaid Sir *G. D.* in, to, or out of the ſaid ſeveral ſums of 1000*l.* and 2700*l.* and all and every other ſum and ſums of money, and perſonal eſtates thereby aſſigned, or mentioned or intended ſo to be. *To hold* the ſaid ſeveral ſums of 1000*l.* and 2700*l.* and all and every other ſum and ſums of money, and perſonal eſtate and premiſſes, unto the ſaid Sir *W. F.* his executors, adminiſtrators and aſſigns, upon the ſeveral truſts, and to the intents and purpoſes therein after mentioned: *And* the ſaid Sir *G. D.* did alſo by the ſaid articles, for himſelf, his heirs, executors and adminiſtrators, covenant with the ſaid Sir *W. F.* his executors and adminiſtrators, that for and notwithſtanding any act, &c. by the ſaid Sir *G. D.* his executors or adminiſtrators, to the contrary, the ſaid ſeveral ſums of 2460*l.* 6*s.* 2000*l.* 1600*l.* 1000*l.* and 2700*l.* and all and every ſuch other ſum and ſums of money and perſonal eſtate, and all ſuch real eſtate, which the ſaid dame *M.* or any perſon or perſons in truſt for her, was or were, or ever ſhould be any ways poſſeſſed or ſeiſed, intereſted in, or intitled unto, ſhould for ever thereafter remain and be in truſt, for the ſole, ſeparate, peculiar and abſolute uſe benefit and diſpoſition of the ſaid dame *M.* (notwithſtanding her coverture with the ſaid Sir *G. D.*) and to be diſpoſed of and applied, as ſhe ſhould from time to time, by word of mouth or writing, direct and appoint, in the ſame manner, to all intents and purpoſes, as if the ſaid dame *M.* were a feme ſole; and that the ſame ſeveral ſums of 2460*l.* 6*s.* 2000*l.* 1600*l.* 1000*l.* and 2700*l.* and all other ſum and ſums of money, real and perſonal eſtate, or any the rents, intereſt, produce, or proceed thereof, or any future eſtate real or perſonal, which ſhould any way be acquired by, or come deſcend, or any ways whatſoever accrue unto or in truſt for the

In conſideration of a covenant for *M.* to join with Sir *G. D.* in a fine of his real eſtate, aſſigned her Monies and perſonal eſtate.

To her ſeparate uſe, &c.

ſaid dame *M.* or whatſoever eſtates, matters or things, the ſame, or any part thereof, or the intereſt or proceed thereof, or of any part thereof, ſhould at any time or times thereafter be inveſted in, ould not be intermeddled withal by the ſaid Sir *G D.* his heirs, e. and ſhould not be in any ſort liable to the acts, controul, ts, engagements, or incumbrances of the ſaid Sir *G. D.* but that ſhould and might be lawful to and for the ſaid dame *M.* notwithſtanding her coverture with the ſaid Sir *G. D.* from time to e, or any time or times thereafter, to give, apply, and diſpoſe of ſame, or any part or parts thereof, to any perſon or perſons whatever, by any deed, will or writing whatſoever, or by parol or word mouth, at her will and pleaſure, in the ſame manner in every reſpect, as if the ſaid dame *M.* were a feme ſole; and that in caſe the d dame *M.* ſhould depart this life in the life-time of the ſaid *G D.* or after his deceaſe, without diſpoſing of ſuch premiſſes, any part thereof, that he the ſaid *G. D.* his heirs, &c. ſhould ways intermeddle, or make any claim to the ſame, or any part reof, or be any way benefited thereby: nor ſhould after her deaſe take out any letters of adminiſtration to the ſaid dame *M.* ſhould permit and conſent to ſuch perſon or perſons taking out ers of adminiſtration unto the ſaid dame *M.* as would have been itled thereunto in caſe ſhe the ſaid dame *M.* had never been rried to the ſaid Sir *G. D.* and ſhould alſo permit ſuch perſon perſons to poſſeſs and enjoy the ſaid reſpective premiſſes, and ry part thereof, as would have been intitled to the ſame reſpective premiſſes, in caſe the ſaid dame *M.* had never been married; that the ſaid Sir *G. D.* his heirs, &c. ſhould and would at any e hereafter, at the reaſonable, &c. of the ſaid Sir *W. F.* his cutors, &c. make, do, &c. all and every ſuch further and er lawful and reaſonable act, &c. for the further and better aſuring, &c. of the ſaid truſt, monies and premiſſes, or any real te which the ſaid dame *M.* or any perſon in truſt for her, then , or at any time thereafter ſhould be ſeiſed of or any ways itled to, and every part thereof, and the rent, &c. unto the ſaid *W. F.* his heirs, &c. upon the truſts aforeſaid; and for the better enabling the ſaid dame *M.* her heirs, executors, adminiſtrators, gns and truſtees, to have, enjoy and diſpoſe of the ſaid truſt, ies and premiſſes, and every part thereof, and the produce and ceed thereof, and of every part thereof, at her own will and ſure, excluſive of the ſaid Sir *G. D.* his executors and adminiſtors, as by the ſaid Sir *W. F.* his heirs, &c. or by his or their nſel, &c. ſhall be reaſonably deviſed, adviſed or required: *And* that conſideration of the ſaid ſeparate proviſion thereby made to and the ſaid dame *M* as aforeſaid, by and with the conſent of ſaid Sir *G. D.* as aforeſaid, the ſaid Sir *W. F.* did thereby enant with the ſaid Sir *G. D.* that the ſaid dame *M.* ſhould the requeſt of the ſaid Sir *G. D.*) at any time or times there- join with him the ſaid Sir *G. D.* his heirs or aſſigns, in the ing one or more fine or fines of all or any the real eſtate, lands, ments and hereditaments of him the ſaid Sir *G. D.* or wherein or any other perſon or perſons in truſt for him, or to his uſe, or were, or at any time thereafter ſhould be ſeiſed of any eſtate

M. to join with Sir *G. D.* in levying a fine, and declaring the uſes thereof, whereby ſhe may be barred of dower, &c.

of freehold or inheritance, in poſſeſſion, reverſion or remainder; and alſo, that ſhe the ſaid dame *M.* ſhould join in and execute one or more deed or deeds, declaring the uſes of the ſaid fine or fines, whereby all claims and pretenſions whatſoever of the ſaid dame *M.* to any dower or thirds out of the ſaid real eſtate, to be comprized in the ſaid fine or fines, in caſe ſhe ſhould ſurvive the ſaid Sir *G. D.* might be abſolutely barred and extinguiſhed to all intents, conſtructions and purpoſes whatſoever, as fully and effectually as if the ſaid dame *M.* had never been married to the ſaid Sir *G. D.* or as if ſhe had died in his life-time. *And it is thereby alſo agreed*, That the ſaid Sir *G. D.* his heirs, &c. and his and their goods, &c. ſhould for ever thereafter be ſaved harmleſs and indemnified from and againſt all ſum or ſums of money due or owing by or on the account of the ſaid dame *M.* and all ſuits and demands by reaſon thereof and from all future claims, ſuits and demands which ſhould be made upon or on the account of the ſaid dame *M* in any reſpect whatſoever, as by the ſaid articles of agreement, relation, &c. *And whereas*, after the execution of the ſaid articles, the ſaid Sir *G. D.* in purſuance thereof, hath paid the ſaid ſeveral ſums of 2460*l.* 6*s.* and 2000*l.* and the ſaid Sir *W F.* hath alſo paid the ſaid ſum of 1600*l.* unto the ſaid dame *M.* his daughter, or her order; and the ſaid dame *M.* has alſo, in purſuance of the ſaid articles, joined with the ſaid Sir *G. D.* in the levying of ſeveral fines of all the real eſtate, lands, tenements and hereditaments of him the ſaid Sir *G. D.* and has likewiſe joined in and executed one or more deed or deeds declaring the uſes of the ſaid fines, whereby all claims and pretenſions whatſoever of the ſaid dame *M.* to any dower or thirds out of the ſaid real eſtate compriſed in the ſaid fines, in caſe ſhe ſhall ſurvive the ſaid Sir *G. D.* are barred and extinguiſhed: *And whereas* the ſaid dame *M.* cannot by virtue of the ſaid articles have ſuch a power over her ſaid ſeparate eſtate, as was intended and agreed ſhe ſhould have, without the aid of an act of parliament; neither can the ſaid Sir *G. D.* without ſuch aid as aforeſaid, be effectually diſcharged and indemnified from any demands that hereafter may be made againſt him or his eſtate for or in reſpect of the future maintenance of the ſaid dame *M.* or of or in reſpect of any debts which ſhe may hereafter contract; *Wherefore* your majeſty's moſt dutiful ſubjects the ſaid Sir *G. D.* and dame *M.* and the ſaid Sir *W. F.* and *W. F.* do moſt humbly beſeech your majeſty that it may be enacted, *And be it enacted* by, &c. That the ſaid herein before in part recited articles ſo far forth as the ſame relate to the ſecuring the ſeveral ſums herein before mentioned, and the produce, intereſt and increaſe thereof, and of any part thereof, and all ſuch real or perſonal eſtate (as the ſaid dame *M.* or any perſon or perſons in truſt for her, now ſeiſed or poſſeſſed of, or at any time hereafter ſhall be ſeiſed or poſſeſſed of, or hath or ſhall acquire) to her ſeparate uſe, and in her ſeparate power, and to be diſpoſed of at her ſeparate will and pleaſure in every reſpect as if ſhe were a *feme ſole* ſhall be and are hereafter made good, ratified and confirmed; and alſo ſuch part of the ſaid articles as relates to the indemnifying and ſaving harmleſs of the ſaid Sir *G. D.* his heirs, executors and adminiſtrators

Sir *G. D.* to be ſaved harmleſs from money owing on account of *M.* and ſuits, &c.

In purſuance of the ſaid articles Sir *G. D.* has paid the monies to Sir *W. F.* and *M.* has joined in the fines, &c.

Dame *M* has not the power as was intended, nor can Sir *G D* be indemnified.

Therefore it is enacted, that the articles be confirmed.

miniſtrators, and his and their goods and chattels, lands and tenements, from and againſt any debt now contracted, or at any time hereafter to be contracted, by the ſaid dame *M.* and from any future demands at any time hereafter to be made upon or on the account of the ſaid dame *M.* is alſo hereby made good, ratified and confirmed. *And be it alſo further enacted*, That the ſaid dame *M.* from henceforth may and ſhall have the ſame and as full and ample power and authority, ſeparately and alone, and without the joining of the ſaid Sir *G. D.* to grant, alien, aſſign, ſell, give, deviſe, or by deed or will otherwiſe diſpoſe of all or any the ſaid ſeveral ſums of 1000*l.* 2700*l.* 2460*l.* 6*s.* 2000*l.* and 1600*l.* or of any of them, or of any part of them or any of them, or of the intereſt and produce thereof, or of any part thereof, or of any effects or eſtates real or perſonal whatſoever, in which the ſame or any of them, or any part thereof, ſhall at any time hereafter be inveſted, or of all or any ſuch real or perſonal eſtate whatſoever, which ſhe the ſaid dame *M.* or any perſon or perſons in truſt for her, now is, or at any time hereafter ſhall be ſeiſed or poſſeſſed of, or intitled unto, in the ſame manner in every reſpect as if ſhe the ſaid dame *M.* were a feme ſole, and had never been married: *And further*, That the ſaid dame *M.* ſhall be from henceforth capable of taking and retaining, to and for her own uſe, excluſive of the ſaid Sir *G. D.* any eſtate real or perſonal, or any goods or chattels whatſoever, in the ſame manner as if ſhe were a feme ſole and had never been married: *And further*, That from henceforth it ſhall and may be lawful for the ſaid dame *M.* and the ſaid dame *M.* is hereby enabled in her name only, to wit, by the name of dame *M. D* and without any further or other addition, and without the joining of the ſaid Sir *G. D.* to commence and proſecute any ſuit or action whatſoever, and of what nature ſoever, in any court, either in law or equity, or to diſcontinue or diſcharge ſuch ſuit, or to do any act in relation to the ſame; and that likewiſe ſhe the ſame dame *M.* ſhall from henceforth be liable to be ſued in any court of law or equity alone, and by the name aforeſaid, and without any addition, and without the ſaid Sir *G. D.* upon any account whatſoever, in the ſame manner as if ſhe were a feme ſole, and had never been married; *And further*, That the ſaid dame *M.* notwithſtanding her coverture, ſhall from henceforth be enabled, and is hereby enabled to make any contract or agreement touching any lands or tenements, goods or chattels, or to contract any debt, or to make or execute any ſecurity or ſecurities, authority or authorities, or to releaſe or diſcharge any debt, covenant or ſecurity either now due, or which hereafter ſhall or may be due unto or in truſt for her upon any account whatſoever, and in every reſpect to act in relation to the ſame, in the ſame manner as if ſhe were a feme ſole and had never been married. *And it is likewiſe further enacted*, That Sir *G. D.* ſhall not at any time hereafter be liable to any debt or demand whatſoever, that may be claimed or had againſt him for or in reſpect of his marriage with the ſaid dame *M.* but that ſhe the ſaid dame *M.* her heirs, &c. ſhall alone be anſwerable for the ſame; neither ſhall the ſaid Sir *G. D.* his heirs, executors or adminiſtrators, be liable to be ſued or proſecuted, troubled or impleaded, in any court of law or equity, or eccleſiaſtical court whatſoever, for or in reſpect of any debt, obligation, contract, agreement, or any other matter or thing

Power to *M.* alone to diſpoſe of any of her eſtate which ſhe had or ſhall have as if a feme ſole.

Power for *M.* to take or retain to her own uſe any eſtate real or perſonal, as if a feme ſole.

For *M.* to ſue or be ſued as a feme ſole.

For *M.* to make any contract touching any lands or tenements as a feme ſole.

Sir *G. D.* not to be liable to any debt or demand that may be claimed againſt him in reſpect of *M.*

M. not to be dowable of Sir *G. D.* nor be intitled to any part of his perſonal eſtate, but be excluded from the ſame if ſhe ſurvives.

Sir *G. D.* to be excluded from adminiſtering or claiming any part of her perſonal eſtate if he ſurvives.

whatſoever contracted, entered into, made or done, or to be contracted, entered into, made or done, by the ſaid dame *M.* neither ſhall the ſaid dame *M.* in caſe ſhe ſhall ſurvive the ſaid Sir *G. D.* be dowable or intitled to dower of any part of the real eſtate which he the ſaid Sir *G. D.* or any other perſon or perſons in truſt for him, now is or at any time hereafter ſhall be ſeiſed, nor ſhall claim or be intitled to any part of his perſonal eſtate. But the ſaid dame *M.* her executors and adminiſtrators, is, are or ſhall be, and are hereby utterly debarred and excluded from the ſame, in the ſame manner, as if ſhe the ſaid dame *M.* had never been married to the ſaid Sir *G. D.* And likewiſe in caſe the ſaid Sir *G. D.* ſhall happen to ſurvive the ſaid dame *M.* he the ſaid Sir *G. D.* his heirs, and executors, adminiſtrators or aſſigns, or any of them, ſhall not claim or be intitled to any part of the real or perſonal eſtate of the ſaid dame *M.* nor ſhall adminiſter to ſuch perſonal eſtate, nor intermeddle with the ſame. But the ſaid Sir *G. D.* his heirs, &c. and every of them, ſhall be, and is, and are hereby barred and excluded from any right or claim to ſuch real or perſonal eſtate in every reſpect, and as fully as if the ſaid Sir *G. D.* had never been married unto the ſaid dame *M.*

EIGHTHLY, To add or change Surnames.

An Act for adding the Surname of T. *to the Deſcendants of the Right Honourable* W. *Lord* C. *and* A. *his Wife, ſole Daughter and Heir of* F. T. *Eſquire.*

Marriage of lord *C.* and *A. T.*

WHEREAS a marriage has lately been had and ſolemnized between the right honourable *W.* lord *C.* baron *C.* of *H. M.* and *A.* daughter and ſole iſſue and heir of *F. T.* of *T. H.* in the pariſh of, &c. eſq; and *A.* his wife; and before the ſame was had, marriage-agreements and ſettlements were made, of the reſpective eſtates of the ſaid *W.* lord *C.* and *F. T. viz.* one conveyance by the

Settlement thereon.

ſaid lord *C.* of his ſaid eſtate, by indentures of leaſe and releaſe, the leaſe bearing date, &c. and the releaſe the, &c. and made between the ſaid *W.* lord *C.* of the firſt part, the ſaid *F. T.* and *A.* his daughter of the ſecond part, *W. P. W.* of, &c. eſq; and *A. T.* of, &c. gent. of the third part, *A. T.* of, &c. eſq; and *C. T.* of, &c. gent. ſon and heir-apparent of the ſaid *A. T.* of the fourth part, the right honourable *R.* lord viſcount of *C.* in the kingdom of *Ireland*, and Sir *J. C.* of, &c. knt. of the fifth part, *G. P.* of, &c. eſq; and *G. C.* of, &c. eſq; of the ſixth part, and *D.* lord *S. C. C.* of, &c. eſq; of the ſeventh part, of the manors, &c. therein particularly mentioned in the counties of *B.* and *D.* for the benefit of the ſaid *A. T.* his intended wife, and of the iſſue of the ſaid intended marriage, in manner therein mentioned and expreſſed; and for ſettling and aſſuring all and every the manors, &c. to ſuch uſes and for ſuch eſtates, and upon ſuch truſts, and under and ſubject to ſuch proviſoes, powers, limitations and agreements as are herein limited, declared, and expreſſed, of, for or concerning the ſame reſpectively; as by the ſaid indentures of leaſe, and releaſe, relation, &c. *And* another conveyance was made by the

ſaid

ſaid *F. T.* of his ſaid eſtate, by indentures of leaſe and releaſe, the leaſe bearing date, &c. and the releaſe the ſaid, &c. and made between the ſaid *F. T.* and *A.* his wife, and *A.* their daughter of the firſt part, the ſaid *W.* lord *C.* of the ſecond part, the ſaid *W.* lord *S.* and *W. B.* of, &c. of the third part, the honourable *E. S.* of, &c. eſq; and the ſaid *C. C.* of the fourth part, the ſaid *A. T.* and *J. B.* of, &c. eſq; of the fifth part, for the ſettling and aſſuring all and every the manors, &c. therein mentioned, to the uſes and for the eſtates, and upon the truſts, and under and ſubject to the proviſoes, powers, limitations and agreements therein limited, declared and expreſſed, of, for or concerning the ſame reſpectively; as by the ſaid indentures of leaſe and releaſe, relation, &c. *And whereas* there is in the ſaid laſt mentioned indenture of ſettlement contained a proviſo, agreement and covenant to the effect following, *viz.* *Provided* and it was by and between the ſaid parties, by the ſaid laſt mentioned indenture of ſettlement made by the ſaid *F. T.* agreed to be the true intent and meaning of them, and of the ſaid indenture of ſettlement, that the uſes and eſtates thereby limited to the firſt and every other ſon and ſons of the ſaid intended marriage, and the heirs male of their reſpective bodies were upon this expreſs condition, that they and every of them, when come to the actual poſſeſſion and ſeiſin of the manors, hereditaments and premiſſes thereby granted and releaſed, or intended to be thereby granted and releaſed, by virtue of any of the limitations in the ſaid indenture of ſettlement, freed and diſcharged of and from the ſeveral therein before recited incumbrances, for the payment of the 20,000*l.* therein before mentioned, and being of the age of 21 years or upwards, ſhould add the ſurname of *T.* to his and their own ſurname of *C.* and take upon him and themſelves the ſurname of *C. T.* and ſo ſtile and ſubſcribe his and their name and names in all writings and evidences; or in caſe any of them ſhall make a voluntary default in ſo doing, that then, and ſo often, the uſe and eſtate by the ſaid indenture of ſettlement limited, as to ſuch ſon only making default as aforeſaid, ſhould ceaſe and determine in the ſame manner as if ſuch perſon ſo voluntarily making ſuch default, had been naturally dead; and in ſuch caſe the ſaid manors, hereditaments and premiſſes ſhould go over and remain unto the next perſon then in being, who would and ſhould have been intitled to the ſame premiſſes, in caſe ſuch perſon who ſhould make ſuch default as aforeſaid, had been naturally dead; ſo as ſuch perſon, ſo taking upon ſuch default as aforeſaid, ſhould comply with the ſaid condition as to the adding the ſurname of *T.* to his and their ſurname of *C.* as aforeſaid; and in default of iſſue male of the ſaid intended marriage, that then the uſes and eſtates by the ſaid indenture of ſettlement limited to the firſt and every other daughter and daughters of the intended marriage, and the heirs male of their reſpective bodies, were thereby alſo declared to be upon the like condition, that they and their reſpective huſbands, and the heirs male of the reſpective bodies of ſuch daughter and daughters, and every of them, when come to the actual poſſeſſion and ſeiſin of the ſaid manors, hereditaments, and premiſſes by the ſaid indenture of ſettlement granted and releaſed, or mentioned or intended to be thereby granted and releaſed, by virtue of any of the limitations aforeſaid, ſhould totally lay aſide their own reſpective

Proviſo to add a ſurname.

ſpective ſurnames, and take upon themſelves the ſurname of *T.* and ſhould ſo ſtile and ſubſcribe her, his and their name and names in all writings and evidences; and in caſe any of them ſhould make a voluntary default in ſo doing, that then and in ſuch caſe, and ſo often, the uſe and eſtate hereby limited to ſuch daughter, and the heirs male of her body, and likewiſe the eſtate of the huſband of ſuch daughter ſo making default as aforeſaid, ſhould, as to ſuch perſon only ſo making ſuch default as aforeſaid, ceaſe and determine, in the ſame manner as if ſuch perſon ſo voluntarily making ſuch default had been naturally dead; and that then and in ſuch caſe, and ſo often, the ſaid manors, hereditaments and premiſſes ſhould go over and remain unto the next perſon then in being, who would or ſhould have been intitled to the ſame premiſſes in caſe ſuch perſon who ſhould make ſuch default as aforeſaid had been naturally dead, ſo as ſuch perſon who ſhould ſo take upon ſuch default as aforeſaid, ſhould comply with the ſaid condition as to the changing of her or their ſurname, and taking upon her or them, and uſing the ſurname of *T.* it being the true intent and meaning of the ſaid indenture of ſettlement, and of all the parties thereunto, that all the iſſue male of the ſaid intended marriage, and the heirs male of the reſpective bodies of ſuch iſſue male who ſhould at any time hereafter be in the actual poſſeſſion and ſeiſin of the ſaid manors, hereditaments and premiſſes thereby granted and releaſed, or mentioned or intended ſo to be, being of the age of 21 years or upwards, ſhould for ever hereafter be called and bear the ſurname of *C. T.* and that all the daughters of the ſaid intended marriage, and their huſbands, and the heirs male of the reſpective bodies of ſuch daughters who ſhould at any time hereafter become actually ſeiſed or poſſeſſed of the ſaid manors hereditaments and premiſſes thereby granted and releaſed, or mentioned or intended ſo to be, being of the age of 21 years or upwards ſhould for ever hereafter be called and bear the ſurname of *T.* And in regard ſome diſputes might hereafter ariſe touching the validity of the ſaid limitations over of the ſaid manors, hereditaments and premiſſes, in caſe of failure of the taking of the ſaid ſurname of *T.* for the prevention whereof, and for the rendering more effectual the agreement and intention of all the ſaid parties, the ſaid *W.* lord *C.* in conſideration of the ſaid intended marriage and marriage-portion and ſettlement, made by the ſaid *F. T.* as aforeſaid, *did* for himſelf, his heirs executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *F. T.* his heirs, executors and adminiſtrators, that he the ſaid *W.* lord *C.* ſhould and would (after the ſolemnization of the ſaid intended marriage) at his own proper coſts and charges, procure an act of parliament for the eſtabliſhing and confirming of the ſurname of *C. T.* to all ſuch iſſue male of the ſaid intended marriage who ſhould be in the actual poſſeſſion and ſeiſin of the ſaid manors, hereditaments and premiſſes by the ſaid indenture of ſettlement granted and releaſed, or mentioned or intended ſo to be, and being of the age of 21 years or upwards, and of the ſurname of *T.* to all and every the daughters of the ſaid intended marriage and their reſpective huſbands, and heirs male of the reſpective bodies of ſuch daughters who ſhould, by virtue of the ſaid indenture of ſettlement, be in the actual poſſeſſion and ſeiſin of the ſaid manors,

Covenant to procure an act of parliament for the ſame.

manors, hereditaments and premiſſes thereby granted and releaſed, or mentioned or intended ſo to be, being of the age of 21 years, according to the true intent and meaning of the ſaid proviſo, or condition and agreement, and ſubject to ſuch forfeitures in caſe of a default in taking the ſurname of *T.* as aforeſaid. *And to the end* the ſaid proviſion ſo intended and agreed as aforeſaid may be made effectual, may it pleaſe your majeſty (at the humble ſuit of your dutiful and loyal ſubject *W.* lord *C.*) that it may be enacted, *And be it enacted* by, &c. that the ſaid proviſo, agreement and covenant be, and the ſame is hereby confirmed, (purſuant and according to the ſaid proviſo, agreement and covenant) that the firſt and other ſons of the ſaid *W.* lord *C.* on the body of the ſaid *A.* his wife, begotten or to be begotten, and the heirs male of every of them reſpectively and ſucceſſively, ſhall take upon him and them and be called and known by the ſurname of *C. T.* and in failure of ſuch iſſue male, that the firſt daughter, and all and every the daughters and their huſbands, and the heirs male of the body and bodies of ſuch daughter and daughters who ſhall (by virtue of ſuch ſettlement as aforeſaid) be in poſſeſſion of the ſaid manors, hereditaments and premiſſes, being of the age of 21 years reſpectively, ſhall take upon them reſpectively and ſucceſſively the ſurname of *T.* and be called and known by the ſurname of *T.* according to the true intent and meaning of the ſaid proviſion and agreement; ſubject nevertheleſs to ſuch forfeiture, in caſe of a wilful default in taking the ſurname of *T.* as is before mentioned. *Provided always, and it is hereby further enacted and declared* by the authority aforeſaid, that the ſaid alteration to the ſurname of *T.* or addition of the ſurname of *T.* to the ſurname of *C.* ſhall not in any ſort deſtroy, prevent or prejudice the deſcent of any lands, tenements or hereditaments, which the ſaid firſt and other ſon and ſons, or any other perſon or perſons as ſhall take upon him or themſelves the ſurname of *T.* by virtue of the ſaid indenture or ſettlement, are or may be intitled unto by the name of *C.* or deſtroy or prevent, or prejudice any right or title to him, them, or any of them, accrued or to accrue, either real or perſonal, by any purchaſe, limitation, deviſe, gift or bequeſt, by the name of *C.* in any wiſe howſoever, but that he, they, and every of them, ſhall and may have and take all ſuch benefit and advantage by ſuch deſcent, purchaſe, limitation, deviſe, gift or bequeſt, as they or any of them might have done if this act had not been made; any thing in this act contained to the contrary thereof in any wiſe notwithſtanding.

Confirmation of the proviſo, agreement and covenant.

This act not to hinder deſcents in the former name.

An Act to enable S. P. *to change his Name of* P. *to* S. *according to the Will of* J. S. *Eſq; deceaſed.*

WHEREAS *J. S.* late of the iſland of *M.* in parts beyond the ſeas, eſq; deceaſed, did make and publiſh his laſt will and teſtament, bearing date, &c (proved in the high court of Chancery) and *did* thereby give, deviſe and bequeath, *all* that his plantation or plantations, meſſuages, tenements, dwelling-houſes, outhouſes, mills, ſtills, coppers, negroes, and all other the appurtenances whatſoever thereunto belonging in the ſaid iſland of *M.* and alſo all his eſtate, &c. both in law and equity, in poſſeſſion, reverſion

J. S.'s will.

or

or remainder, of, in or to all that the manor of *B.* and *S.* in the county of *S.* with all the rights, &c. then held and poſſeſſed of *M. S* widow and relict of *T. S.* then late of *B.* in the county of *S.* eſq; deceaſed, and all other his meſſuages, &c. unto his nephew and godſon *S. P.* ſon of *S. P.* of *A.* gent. by *E.* his ſiſter, and to the heirs male of the body of the ſaid *S. P.* lawfully begotten or to be begotten; and for default of ſuch iſſue, to the ſecond ſon of the ſaid *S. P.* by the ſaid *E.* his ſiſter, and to the heirs male of the body of ſuch ſecond ſon lawfully begotten or to be begotten; and for default of ſuch iſſue, to the third ſon of the ſaid *S. P.* by the ſaid *E.* his ſiſter lawfully begotten or to be begotten, and to the heirs male of the body of ſuch third ſon, and ſo to the fourth, &c. ſons of the ſaid *S. P.* by the ſaid *E.* his ſiſter lawfully begotten or to be begotten, and to the heirs male of the body of ſuch ſon or ſons; the eldeſt of, &c. to be preferred, &c. ſubject nevertheleſs to the reſervations, proviſoes and conditions therein after mentioned, limited and declared; and for want of ſuch iſſue, then to remain to the right heirs of him the ſaid *J. S.* for ever. *Provided always*, and his will and meaning nevertheleſs was, and the ſaid gift, deviſe and bequeſt, therein before made of his ſaid manors, &c. unto his ſaid nephew *S. P.* and the heirs male of his body, with the ſaid other remainders over, in manner as therein before is mentioned, was upon condition, and with and under the reſtrictions and reſervations therein after mentioned, (that is to ſay) that his ſaid nephew *S. P.* or in caſe of his death the next heir male, who by virtue of his ſaid will ought to inherit the ſaid manors, &c. with the appurtenances, do and ſhall, within the ſpace of three years next after notice ſhall be given to him of the deceaſe of the ſaid *J. S.* the ſaid deviſor, and of his ſaid will, by ſuch ways and means, and in ſuch ſufficient manner, as ſhould be deviſed by virtue of the authority of the then next or ſome enſuing parliament that ſhould be holden for the kingdom of *Great Britain* within that time, change and alter his preſent ſurname of *P.* unto the name of *S.* and ſo and in ſuch manner that he, his ſaid nephew, and the heirs male of his body, and all other perſon and perſons who by virtue of his ſaid will ſhould and ought to enjoy the ſaid manors, &c. with the appurtenances, ſhould at all times for ever then after be called by, and hold and uſe the ſurname of *S.* only. *Provided likewiſe*, that if it ſhould happen that his ſaid nephew, or the next heir male, who by virtue of his ſaid will ought to inherit the ſaid manors, &c. ſhould neglect or refuſe by the time aforeſaid, by ſuch ſufficient ways and means ſo to alter and change his and their ſurnames from *P.* to *S.* only; that then he willed, that all and every his ſaid manors, &c. ſhould deſcend, remain and come to his right heir for ever, to whom in ſuch caſe the ſame is thereby given, as by the ſaid will may appear: After the making of which ſaid will, *viz.* about the, &c. he the ſaid *J. S.* the teſtator died at *P.* in the iſland of *M. Wherefore* to the intent to perform and comply with the terms and condition of the ſaid will, and that the ſaid laſt will of the ſaid *J. S.* may be of effect in all things in relation to the changing of the ſurname of *P.* to the ſurname

Proviſo to change a name.

ſurname of *S.* by all perſons claiming by or under the ſame, according to the true intent and meaning of the deviſor; may it therefore pleaſe your moſt excellent majeſty, at the humble petition of your ſupplicant *N. C.* of *L.* merchant, on behalf of the ſaid *S. P.* an infant under the age of 21 years, that it may be enacted, *And be it enacted* by, &c. That the ſurname of the ſaid *S. P.* ſhall be and is hereby changed and altered into the name of *S.* and that he and the heirs male of his body, and all other perſon and perſons who by virtue of the ſaid laſt will of the ſaid *J. S.* ſhall and ought to enjoy the ſaid manors, plantations, meſſuages, tenements, lands, hereditaments and premiſſes, with the appurtenances, ſhall at all times hereafter for ever be called by and hold and uſe the ſurname of *S.* only, and that the ſaid *S. P.* be from henceforth called by the name of *S. S.* And that this preſent act ſhall be and is hereby declared to be a compliance with and performance of the terms and conditions of the ſaid will, in relation to the changing of the ſaid ſurname; *Saving*, &c. (other than and except ſuch perſons that ſhall claim or pretend to claim, for or under any pretended breach of the ſaid condition, or any neglect or omiſſion in the performance thereof) all ſuch right, &c.

Enacted, that the ſurname of *P.* ſhall be altered to *S.*

Form of a Conſent to the paſſing a Bill.

I Do conſent to the paſſing of this bill.

N. C.

Witneſs
C. L.

Another.

21 January 17—.

WE whoſe names are here under-written have ſeen and peruſed this copy of a bill, and do give our conſent to the proſecution of the bill whereof this is a copy.

N. L. E.
N. N. O.
R. B.

Affidavits.

Affidavits.

(1.) *That the Grantor is lawfully ſeiſed, that no Leaſe, &c. is granted out of the Premiſſes, except, &c. (and that no Act is done to incumber.)*

C. B. of, &c. gent. maketh oath, That for and notwithſtanding any thing he knows, believes, hath heard or done to the contrary, he was, at the time of the enſealing and delivery of the indenture herein after mentioned, lawfully and rightfully ſeiſed, to him and his heirs, of a good and abſolute eſtate of inheritance in fee-ſimple, of and in the meſſuages, lands, tenements and hereditaments mentioned and expreſſed to be granted and releaſed by the ſaid *C. B.* and *A. B.* (his mother) to *G. B.* herein after mentioned, and his heirs, in and by one indenture bearing date, &c. and made or mentioned to be made between the ſaid *C. B.* and *A. B.* widow and relict of *A. B.* late of, &c. gent. deceaſed, and mother of the ſaid *C. B.* of the one part, and *G. B.* of, &c. of the other part, and that he the ſaid *C B.* hath not, nor doth know, believe or hath heard that any other perſon or perſons have or hath granted any leaſe, rent, intereſt or eſtate, of, in, to or out of the ſaid meſſuages and tenements, hereditaments and premiſſes, or any part thereof, (except as in the ſame indenture is excepted,) and that he hath not, nor any other perſon or perſons to his knowledge or belief have or hath entered into, acknowledged or confeſſed any ſtatute, recognizance or judgment, or given any warrant or authority to acknowledge or confeſs any ſtatute, recognizance or judgment, or done or ſuffered any thing whereby the ſaid meſſuages, lands, tenements and hereditaments, or any of them, are or may be any ways affected or incumbered, or whereby the ſaid *C. B.* is debtor or accountable to, or liable to the ſuit or any proceſs of or for the king, his heirs or ſucceſſors, or done or ſuffered any act, matter or thing whatſoever, whereby the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, or any part thereof, is, are, ſhall or may be impeached, charged or incumbered in any wiſe howſoever, (except as aforeſaid.)

Sworn at —— this ——— day of
—— 17—, before me
A. B.

(2.) *The like with Exceptions.*

[And if there are any Exceptions, ſay in this Manner:]

—— Incumbered in any wiſe howſoever: *Other than and except* ſuch eſtates and terms of years and eſtates in fee, as in the before recited indenture are mentioned and expreſſed; *And other than and except* ſuch *judgments* as are mentioned and expreſſed in and by one other

other indenture *quinquepartite*, dated, &c. and made or mentioned, &c. between, &c. *And other than and except* a certain recognizance in the nature of a *ſtatute-ſtaple*, entered into by the ſaid *C. B.* ſince the —— day of ———, of the penal ſum of ———*l.* defeazanced on payment of ———*l.* only, with intereſt for the ſame; *And other than and except* a yearly *rent charge* of ——*l. And other than and except* a certain *tenth* or yearly *fee-farm rent* of 8*l.* or under, and except the rents and ſervices of the premiſſes, not exceeding ———*l. per annum.*

* *Sworn*, &c.

That an Eſtate conveyed by Bargain and Sale inrolled, is free from Incumbrances. (3.)

E. E. of, &c. widow, and *T. E.* of, &c. gentleman, each of them for her and himſelf ſeverally make oath, That *All* thoſe, &c. called, &c. ſituate, &c. now bargained, ſold and conveyed, or mentioned to be bargained, ſold and conveyed by and from *S. W.* of, &c. *T. G.* of, &c. the ſaid *E. E. T E.* and *E. E.* of, &c. *R. P.* of, &c. and *A.* his wife, and *J. P* of, &c. and *M.* his wife, to *J. F.* of, &c. eſq; and his heirs, by indenture of bargain and ſale, bearing date, &c. and inrolled, or intended to be inrolled, in the high court of Chancery, now are, and were at the time of the ſealing and delivery of the ſaid indenture, and ſo ſhall continue, free and clear of and from all and all manner of former and other bargains, ſales, gifts, grants, releaſes, ſtatutes, recognizances, judgments, eſtates, acts, titles, debts and incumbrances whatſoever, had, made, committed or done by the ſaid *E. E.* and *T. E* or either of them, or by *C. E.* father of the ſaid *T. E.* and *W. E.* brother of the ſaid *T.* or any other perſon or perſons whatſoever, to her or his knowledge, or by her or his order, means, authority, conſent or procurement, except the ſeveral mortgages mentioned in the ſaid indenture of bargain and ſale.

E. E.
Both Sworn, &c. *T. E.*

Note; Theſe affidavits are uſually ſworn before a Maſter in Chancery. But a modern author ſays, that "Tho' ſuch affidavits are ſometimes made, "yet I (ſays he) don't think they ought to be encouraged; for no perſon "has power to adminiſter the oath, neither can the party be indicted for "perjury if the affidavit be untrue, and therefore it is taking an oath in "vain." However, as the moſt eminent conveyancers have thought it expedient to make uſe of ſuch affidavits, this work would have ſeemed imperfect without the forms of them: And if they are neceſſary to prevent frauds in the ſecuring men's properties juſtly acquired, 'tis pity (unleſs deeds relating to eſtates were to be regiſtered in every county as well as in *Middleſex* and *Yorkſhire*) but that a proper perſon ſhould be veſted with the power of adminiſtring ſuch oath, which a Maſter in Chancery (though the likelieſt perſon) ſeems not to have when the parties *are not before the Court*, no ſuit being depending; but how little ſoever they are binding in law, they muſt be therefore binding to men's conſciences, and ſo far *not in vain.*

The

(4.) *The like, and that a Perſon is dead without Iſſue.*

S. H. of, &c. and *H. H.* of, &c. make oath, That whereas theſe deponents have by indenture of leaſe bearing date, &c. and by indenture of releaſe and bargain and ſale, intended to be inrolled, bearing date reſpectively the, &c. abſolutely ſold and conveyed unto and to the uſe of *R. J.* of *L.* and his heirs, *All* that, &c. ſituate, &c. with their appurtenances, *Theſe* deponents, each of them for himſelf, and not the one for the other, nor for the act of the other, *Do* ſeverally and ſolemnly make oath, that they theſe deponents, or either of them, do not know of any incumbrance upon or affecting the ſame premiſſes, ſaving only the quit-rent payable out of the ſame premiſſes, not exceeding ———*l. per annum*, and ſaving only a mortgage made by the ſaid *H. H.* to the ſaid *S. H.* of part of the premiſſes, by indenture dated the —— day of —— in the year of our Lord 17—, for the term of 500 years, for ſecuring the ſum of ———. and intereſt; *Neither* have theſe deponents, or either of them, made any other mortgage or incumbrance of or upon the premiſſes, or any part thereof, that does any ways incumber or affect the ſame premiſſes, or any part thereof, ſaving as aforeſaid: *And* that *T. H.* and *W. H.* ſons of *D. H.* deceaſed, and uncles to the ſaid *H. H.* are both dead without iſſue.

Peruſed and ſettled by *W. W.*

(5.) *By a Man and his Wife, that the Premiſſes by them conveyed by Leaſe and Releaſe are free from Incumbrances, except the Mortgages, &c. therein mentioned.*

D. L. of, &c. and *S* his wife, make oath and ſay, That the ſeveral meſſuages, lands and premiſſes lying in *W.* in the county of *S.* which theſe deponents by indenture of leaſe and releaſe, bearing date reſpectively the 19th and 20th days of *July* laſt paſt, did grant, bargain, ſell, alien, releaſe and confirm unto *T. V.* of *T.* in the county of *M.* eſq; are, for and notwithſtanding any act, matter or thing whatſoever, done, ſuffered, committed or executed by theſe deponents, or either of them, or by *R. K.* late of *W.* aforeſaid, clothier, deceaſed (father of this deponent *D. L.*) free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of eſtates, titles, troubles, charges and incumbrances whatſoever, other than and except the ſeveral mortgages, aſſignments and other deeds of ſecurities mentioned and excepted in and by the aforeſaid indenture of releaſe; and that there is no ſettlement made of the aforeſaid meſſuages, lands and premiſſes lying in *W.* aforeſaid, by this deponent *D. L.*

D. L.
S. L.

Both ſworn, &c. before
H. L.

That

That a Mortgagor has done no former Act to incumber the Premiſſes, nor granted any Leaſes, &c. Except, &c. (6)

B. of, &c. maketh oath, that he this deponent, or any other perſon or perſons to his knowledge or belief, hath not, nor have entered into, acknowledged, confeſſed or become bound in any ſtatute, recognizance, judgment or obligation to any perſon or perſons, or made any mortgage or other incumbrance, or done, committed or ſuffered any act, matter or thing whatſoever, whereby the manor of &c. ſituate, &c. or any of them, or elſewhere in the ſaid county of which by indenture of releaſe, bearing date, &c. and made or mentioned to be made between him this deponent and *D.* his wife, and *E.* of the one part, and *F. F.* of, &c. of the other part, are and were granted, conveyed, limited and appointed, or mentioned or intended to be granted, &c. unto and to the uſe of the ſaid *F. F.* his heirs and aſſigns, ſubject to ſuch proviſo of redemption as in the ſame indenture of releaſe is in that behalf contained, or any of them, or any part or parcel thereof, is, are, ſhall or may be impeached, charged or incumbered in any wiſe howſoever, (except as in the ſaid indenture of releaſe mentioned:) *And* that he this deponent, or any other perſon or perſons to his knowledge or belief, or by or with his conſent, privity, direction or appointment, hath not, nor have granted any leaſe, rent, intereſt or eſtate, of, in, to or out of the ſaid manor, &c. or any of them, or any part thereof, except before excepted, and except leaſes to the tenants of the premiſſes, or any part thereof, at or under the improved yearly rents, or whereupon the uſual and accuſtomed rents and ſervices are reſerved.

Upon making a Mortgage, That the Premiſſes are free from former Incumbrances, excepting Leaſes, &c. therein mentioned, and that the Premiſſes are let at ſuch Rents, to the Amount of ſuch a Sum per Annum, *and that the Premiſſes are of ſuch a yearly Value.* (7.)

G. V. of, &c. eſq; maketh oath, That all that capital meſſuage or manor-houſe, and the ſeveral other meſſuages, lands, tenements and hereditaments particularly mentioned in a certain indenture *tripartite* bearing even date herewith, and made or mentioned to be made between the ſaid *G. V.* (by ſuch other addition as therein mentioned) and *M. V.* the wife of the ſaid *G. V.* (by ſuch other addition as therein alſo mentioned) of the firſt part, *M. E.* of, &c. of the ſecond part, and *T. B.* of, &c. of the third part, and which by the ſame indenture are, or are intended, to be bargained, ſold, aſſigned, limited, ratified and appointed by them the ſaid *M. E.* and *G. V.* unto the ſaid *J. B.* his executors and aſſigns, for the reſidue of a term of 99 years therein mentioned, for ſecuring to him and them the payment of the principal ſum of 200*l.* and intereſt, in ſuch manner as therein is expreſſed, now are, and every part thereof now is, free and clear of and from all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, ſettlements, annuities, judgments, ſtatutes,

tutes, recognizances, charges and all other incumbrances whatſoever, had, made, done, limited or ſuffered by them the ſaid *G. V.* and *M.* his wife, or either of them, or any of the anceſtors of her the ſaid *M.* to the beſt of his knowledge and belief; (other than and except leaſes let or agreed to be let to tenants of part of the ſaid premiſſes, for lives and terms of years at ſuch rents as in the ſaid indenture are mentioned, and alſo except ſuch other incumbrances as in the ſame indenture are alſo mentioned:) *And* the ſaid *G. V.* further maketh oath, that the ſaid ſeveral meſſuages, lands, tenements and hereditaments, compriſed in the ſaid indenture, and thereby aſſigned, limited and ratified as aforeſaid, are now let or agreed to be let at the ſeveral yearly rents therein mentioned, amounting to 166*l. per ann. Which* with the manſion-houſe, lands and hereditaments thereunto belonging, computed to be of the yearly value of 40*l.* makes in the whole the premiſſes to be of the yearly value of 206*l.* or thereabouts, as in the ſame indenture are alſo particularly mentioned and expreſſed, (public taxes only excepted.)

(8.) *The like, wherein the Mortgage is more fully recited.*

WHEREAS by indenture of leaſe and releaſe, bearing date, &c. now laſt paſt, the releaſe being *tripartite* and made between *E. S.* widow, (by ſuch addition and deſcription as therein mentioned) and *F. S.* (by ſuch other addition and deſcription as therein alſo mentioned) of the firſt part, *T. A.* of, &c. of the ſecond part, and *E. J.* of, &c. of the third part, *In* conſideration of the ſum of 1500*l.* in the ſaid indenture of releaſe mentioned to be paid to the ſaid *F. S.* by the ſaid *T. A. he* the ſaid *F. S. hath* granted and releaſed, and the ſaid *E. S. hath* ratified and confirmed unto and to the uſe of the ſaid *T. A.* and his heirs, by way of mortgage in fee, all that, &c. and now or late in the occupation of *E. B.* at the yearly rent of 51*l.* 10*s.* alſo another meſſuage, &c. now or late in the occupation of *T. N.* at the yearly rent of 72*l.* alſo ſeveral other lands, &c. now or late in the occupation of *W. M.* at the yearly rent of 158*l.* 18*s.* and alſo all thoſe, &c. near the *King's Head* in *T.* aforeſaid, in the poſſeſſion of, &c. at and under the yearly rent of 23*l.* (amounting in the whole to 305*l.* 8*s. per annum*; *Subject nevertheleſs* to ſuch redemption as in the ſaid indenture of releaſe is mentioned; *Now* he the ſaid *F. S. doth* hereby make oath, that the ſaid ſeveral meſſuages, &c. herein before mentioned, and ſo by him conveyed by way of mortgage to the ſaid *T. A.* as aforeſaid, are now *bona fide* let at the yearly rents above mentioned, amounting in the whole to the ſaid ſum of 305*l.* 8*s. per annum*, and that the ſaid premiſſes are of the ſame yearly value, clear of all deductions whatſoever (the land-tax and neceſſary repairs only excepted.) *And* the ſaid *F. S. doth* hereby further make oath, That he this deponent hath not done or committed or conſented to be done or committed any act, matter or thing whatſoever, by mortgage, judgment, ſtatute, recognizance, or otherwiſe howſoever, whereby or wherewith the ſaid manor, meſſuages, lands, tenements and hereditaments, ſo by him conveyed to the ſaid *T. A.* as aforeſaid, or any part thereof, are or is, or ſhall or may be charged, impeached or incumbered, in title, charge, eſtate

eſtate or otherwiſe howſoever, (the ſaid mortgage ſo made to him the ſaid *T. A.* thereof as aforeſaid, only excepted.)

That the Premiſſes contained in a Leaſe which is loſt, are free from Incumbrances. (9.)

WHEREAS &c. *(Recital of the Leaſe) And whereas* the ſaid *A. B.* hath granted and aſſigned all his eſtate and intereſt in the ſaid part recited leaſe and premiſſes therein contained, unto *H.* lord *B.* and foraſmuch as the ſaid original leaſe is loſt or miſlaid, and cannot be now produced; and to the intent that the ſaid *H.* lord *B.* may be ſatisfied that the ſaid leaſe is not mortgaged, nor the premiſſes therein contained any wiſe incumbered, the ſaid *A. B.* maketh oath, that he this deponent hath not mortgaged the ſaid leaſe, nor depoſited the ſame with any perſon or perſons, for any debt, pledge or otherwiſe, or any wiſe incumbered the ſaid premiſſes; neither does he, this deponent, know in whoſe hands, cuſtody or power the ſame leaſe now is; and in caſe he this deponent ſhall at any time find or recover the ſaid leaſe, that then he will deliver the ſame as whole, uncancelled and undefaced as when found or recovered, to the ſaid *H.* lord *B.* or to his reward, for his the ſaid *H.* lord *B.*'s uſe and benefit.

A. B.

Sworn, &c.

That an Eſtate agreed to be conveyed by two Co-heirs is free from Incumbrances.

R. R. and *M. R.* both of ——— ſpinſters, ſeverally make oath, That neither they, nor either of them, have or hath, at any time before the making of this affidavit, granted, bargained, ſold, aliened, or otherwiſe diſpoſed of, *All* that, &c. *(the parcels)* which now are agreed to be ſold and conveyed unto *T. W.* of ——; but that the ſaid ——— are, at the time of making this affidavit, free and clear of and from all manner of grants, bargains, ſales, leaſes, judgments, troubles and incumbrances whatſoever, had, made, done or ſuffered by them the ſaid *R. R.* and *M. R.* or either of them, to any perſon or perſons whatſoever.

R. R.
M. R.

Sworn, &c.

Of the Purchaſe of a Papiſt's Eſtate, conveyed by Deeds, inrolled in Chancery, in order to be diſcharged of double Taxes.

C. B. of —— maketh oath, That Sir *T. W.* of ——— bart. hath purchaſed of the right honourable *L. M.* the manor or lordſhip of ——, &c. and this deponent further maketh oath, that all and ſingular the before mentioned manors and premiſſes are by one indenture, bearing date the —— laſt paſt, and by one other indenture of bargain

gain and ſale, dated the —— (both which ſaid indentures are inrolled in the honourable and high court of Chancery) *bona fide* granted and conveyed by the ſaid *L. M.* and his truſtees to the ſaid Sir *T. W.* and his heirs for ever.

C. B.

Sworn the —— Day of —— before me (a Maſter in Chancery.)

On the Separation of a Partnerſhip, that the one has not defrauded the other.

A. B. of, &c. maketh oath, That he this deponent has not at any time during the partnerſhip between him and Mr. *C. D.* of, &c. taken, uſed, converted, employed or diſpoſed of any the monies, goods or other thiugs belonging to the joint ſtock or partnerſhip between them, to or for his own private, ſeparate or particular uſe, nor for any uſe, purpoſe, buſineſs or employment whatſoever, directly or indirectly, other than in and for the buſineſs and advantage of the ſaid joint trade and partnerſhip, (except what is charged in the books of the ſaid trade, to be taken out of the caſh thereof by him this deponent, and about 10*l.* more taken out for his expences on account of the ſaid trade) except the weekly ſum of ——*l.* taken out for his own uſe: *And* that he this deponent has not uſed any private or indirect methods during the ſaid partnerſhip, to take away or conceal, nor that any other perſon or perſons, to his knowledge or with his conſent or privity, hath had, taken away or concealed any monies, goods or things belonging to the ſaid joint-trade; nor that he this deponent, nor any other perſon to his knowledge, or with his conſent and privity, has at any time defrauded his ſaid partner *C. D.* in any matter or thing belonging to the ſaid partnerſhip between them; but that he this deponent hath been juſt and honeſt in all matters and things relating to the ſaid joint trade and the tranſactions thereof, to the beſt of his judgment and knowledge.

Sworn, &c.

Of the Execution of a Bargain and Sale.

A. B. of, &c. maketh oath, that he this deponent was preſent, and did ſee *E. F.* duly ſign, ſeal, and as his act and deed deliver, one indenture of bargain and ſale, bearing date, &c. and mentioned to be made between, &c. and this deponent did accordingly ſubſcribe his name as a witneſs thereto, and this deponent did alſo ſee *J. K.* ſubſcribe his name as a witneſs to the due execution thereof. And this deponent ſaith, that the name *E. F.* ſubſcribed againſt the ſeal of the ſaid indenture or deed is of the proper hand-writing of the ſaid *E. F.* And that the names of this deponent and the ſaid *J. K.* ſubſcribed as witneſſes to the execution thereof, are of the proper hand-writings of this deponent and the ſaid *J. K.*

Of

Of the Execution of an Aſſignment of Exchequer-Annuities.

E. W. clerk to *R. W.* of the *Inner Temple, London*, eſq; maketh oath, that he this deponent was preſent at the execution of, and ſaw *M. W.* of, &c. (now *M. R.* being ſince married) duly ſign, ſeal and deliver an indenture *of aſſignment to* T. L. of, &c and *T. G.* of, &c. bearing date, &c. of ſeveral tallies, and two Exchequer-orders, No. 371, and 2117, both made out on the 37*l. per week*, payable out of the exciſe; the firſt of which orders is dated the, &c. and the other of them is dated the, &c. each of them for payment of —— pounds *per annum* for the ſeveral terms of 99 years, commencing and payable as in the ſaid ſeveral orders are mentioned; the firſt of which ſaid orders is made purſuant to an act of parliament paſſed in the ſecond year of the reign of her late majeſty Queen *Anne*, intitled, (an act for granting an aid to her majeſty for carrying on the war, and other her majeſty's occaſions, by ſelling annuities at ſeveral rates, and for ſuch reſpective terms or eſtates as are therein mentioned;) and the other of the ſaid orders is made out purſuant to another act of parliament paſſed in the third year of her ſaid majeſty's reign, intitled, (an act for raiſing monies by the ſale of ſeveral annuities for carrying on the preſent war.) And this deponent further ſaith, that he indorſed his name on the back of the ſaid indenture of aſſignment as a witneſs to the execution thereof.

Another.

—— duly ſign, ſeal and deliver an indenture of aſſignment to *T. L.* of, &c. and *T. G.* of, &c. bearing date, &c. of ſeveral tallies and two Exchequer-orders, No. 3470, and 3471, both bearing date, &c. each for payment of 9*l. per annum* for the ſeveral terms of 32 years therein mentioned, and commencing as in the ſaid orders are alſo mentioned, purſuant to an act of parliament, intitled, (an act for granting to her majeſty new duties of exciſe, and upon ſeveral imported commodities, and for eſtabliſhing a yearly fund thereby, and by other ways and means to raiſe 900,000*l.* by ſale of annuities, and [in default thereof] by another lottery for the ſervice of the year 1710;) and this deponent further ſaith, that he indorſed his name on the back of the ſaid indenture of aſſignment as a witneſs to the execution thereof.

Of the Execution of a Letter of Attorney.

G. H. of, &c. maketh oath, that he this deponent was preſent, and did ſee *A. B.* of, &c. duly ſign, ſeal and deliver the letter of attorney hereunto annexed; and that the name *A. B.* ſubſcribed againſt the ſeal of the ſaid letter of attorney hereunto annexed is the proper hand-writing of the ſaid *A. B.* and that the name of this deponent ſubſcribed to the ſaid letter of attorney, as a

witneſs to the execution thereof, is of this deponent's own proper hand-writing.

Of the Execution of Deeds to the Affidavit annexed.

——— That he this deponent did ſee the *paper* writing or indenture hereto annexed, bearing date, &c. ſealed and delivered by, &c. therein named; and alſo did ſee one other of the paper writings, &c. hereto annexed, of the ſame date, ſealed, &c. and he this deponent ſubſcribed his name to each of the ſaid paper writings, as a witneſs to the ſealing and delivery of them reſpectively; and did alſo ſee *R. R.* the other ſubſcribing witneſs to each of the ſaid writings, ſign and ſubſcribe his name as witneſs to the ſame reſpectively.

Of the Execution of a Will.

A. B. of, &c. maketh oath, that he this deponent was preſent, and did ſee *M. R.* late of, &c. deceaſed, ſign, ſeal, publiſh and declare his laſt will and teſtament in writing, bearing date, &c. *And* that he this deponent ſubſcribed his name as a witneſs thereto: *And* that he this deponent believes the parchment writing, with the probate of the ſaid will thereunto annexed, under the ſeal of the prerogative court of the archbiſhop of *Canterbury*, to be a true copy of the ſaid laſt will of the ſaid *M. R.* deceaſed, having compared the ſame with the draught of the ſaid will, the fair copy or engroſſment whereof was ſo ſigned, ſealed and publiſhed by the ſaid *M. R.* as aforeſaid; *And* that he this deponent has heard and believes the ſaid *M. R.* departed this life on or about the —— day of —— now laſt paſt.

Sworn, &c.

A Quaker's Affirmation.

A. B. of, &c. (being one of the people called Quakers) ſolemnly affirms that, &c. (*as in affidavits, only you ſay* affirms, *inſtead of* makes oath, *and* affirmant *inſtead of* deponent.)

Affirmed at —— the day of —— *A. B.*
in the year of our Lord ——, before

C. D.

Of the Acknowledgment of a Fine.

A. B. of, &c. one of the attornies of his majeſty's court of ———, and one of the commiſſioners named in the writ of *dedimus poteſtatem*, for taking the acknowledgment of the fine hereunto annexed, maketh oath and ſaith, that he knows *C. D.* and *E.* his wife, and *F. G.*

G. and *H.* his wife, the cognizors named in the ſaid fine, and that the ſame was duly ſigned and acknowledged by them before this deponent, and *J. K.* gent. the other commiſſioner named in the ſaid writ, on the day and year *(or on the ſeveral days and years, or years reſpectively)* mentioned in the ſaid caption *(or ſeveral captions)* thereof; and that the ſaid *C. D.* and *E.* his wife, and *F. G.* and *H.* his wife, and alſo this deponent and the ſaid *J. K.* were at the time of taking and acknowledging the ſaid fine, all of full age and competent underſtanding; that the ſaid *E.* and *H.* were ſolely and ſeparately examined apart from their huſbands, and freely and voluntarily conſented to and acknowledged the ſaid fine; and that the ſaid cognizors, and every of them, knew the ſame to be a fine to paſs his, her and their eſtate and eſtates; —— (*if any eraſure, or interlineation, add* — and that the eraſure, *or raſures)* interlineation *(or interlineations)* appearing to be made in the body *(or caption)* of the ſaid fine was *(or were)* made before any of the ſaid parties ſigned the ſame, and before the ſaid commiſſioner ſigned the ſaid caption (*or captions.*)

Sworn at —— in the county of ———, *A. B.*
the —— day of —— in the year of our
Lord, 17—, *before me* L. M. *one of,* &c.

If not made by a Commiſſioner.

—— That the ſaid fine was duly ſigned and acknowledged by them in this deponent's preſence on the day and year mentioned in the caption thereof; and that the ſaid *C. D.* and *E.* his wife, and *F. G.* and *H.* his wife, and alſo *J. K.* and *L. M.* gent. the commiſſioners taking the ſame fine, were at the time of taking thereof all of full age, &c.

Of Deeds in general.

SECT. I.

What a Deed or Charter is, and the Things incident thereto.

Deed, what.

A *Deed* (Fr. *Fait*, or Lat. *Factum*) is a writing or inſtrument ſealed and delivered to prove the agreement of the parties to what is contained therein. *Co. Lit.* 35. *b.* 171. *b.*

Charter, what.

And a charter (Lat. *Charta*, Fr. *Chartres*, i. e. *Inſtrumenta*) is a written evidence of things done between man and man. And charters may be of the king, or of private perſons; *charters of the king* are thoſe whereby the king paſſes any grant to any perſon or body politic; as a charter of exemption, of privilege, &c. Charter of pardon whereby a man is forgiven a felony, or other offence committed againſt the king's crown and dignity; and of theſe there are ſeveral ſorts, *viz. Charta pardonationis utlagariæ, charta pardonationis ſe defendendo, &c.* and others mentioned in *Regiſter of Writs*. *Charter of the Foreſt*, wherein the laws of the foreſt are compriſed, &c.

Muniment, what.

But *charters of private perſons* are deeds and inſtruments for the conveyance of lands, &c.

Charters are ſometimes called muniments, *a muniendo, quia muniunt & defendunt hæreditatem.*

There is a difference between *cartam* and *factum*; for *carta* is intended a charter, which touches inheritance, and ſo is not *factum*, unleſs it has ſome other addition; as livery and ſeiſin, &c. *Co. Litt.* 9. *a. b. & vid Co. Litt.* 13*th Ed. fol.* 36. *note* 1.

The eſſence of a deed.

There are three things of the eſſence and ſubſtance of a deed, *viz.* (1.) writing in paper or parchment, (2.) ſealing, and (3.) delivery. 2. *Co.* 5.

Things incident to a deed.

And to a deed there are ten things neceſſarily incident: (1) Writing. (2.) In parchment *(Vellum)* or paper. (3.) A perſon able to contract. (4.) By a ſufficient name. (5.) A perſon able to be contracted with. (6.) By a ſufficient name. (7.) A thing to be contracted for. (8.) Apt words required by law. (9.) Sealing. And (10.) Delivery. *Co. Lit.* 35. *b.* 229. *a.*

SECT. II.

In what Hand and Language a Deed muſt be written.

1. Writing.

AS to the writing of a deed: (1.) All the matter and form thereof muſt be written before the ſealing and delivery of it; for if a man ſeals and delivers an empty piece of parchment or paper, although he

(*a*) As to diſtinctions between charters and deeds. See *Mad. Form. Angl. Diſſert.* fol. 2. *Mad. Hiſt. Excheq.* Pref. Ep. fol. 8.

therewithal

therewithal gives commandment that an obligation or other matter ſhall be written in it, which is done accordingly, yet this will not make it a good deed. *Co. Litt.* 171. *Perk.* § 118, 119.

The writing muſt be finiſhed before it be ſealed and delivered, or at leaſt before it be delivered; for nothing may be added to it afterwards, nor may any alteration be made in it; and therefore, if a deed of obligation be ſealed and delivered, with a blank left for the ſum, which the obligee does after ſealing and delivery fill up, this will make the deed void. *Moore* 28.

And if a deed be made as an obligation ſingle, and after upon the back of it, before the ſealing and delivery, is written, The intent of the bond is to pay 10*l.* for ſuch coſts; this if it was perfect might be a good condition, if there were words of concluſion; but if it be written after the delivery of the deed, it cannot be good. *Hetley* 136, 137.

A deed may be written in any hand, as in text, court or *Roman* hand; or in any language, as in *Latin* or *French*, and is as good as a deed written in *Engliſh* and in a ſecretary hand. 2 *Co.* 3.

And it is not neceſſary that the *Latin* or *Engliſh* whereby it is made be true and congruous, for falſe and incongruous *Latin* or *Engliſh* ſeldom hurts a deed; for the rules of law are, *falſa orthographia non vitiat chartam; falſa grammatica non vitiat conceſſionem.* Yelv. 193. And yet falſe *Latin*, if it be very bad, may make a deed void. *Vide* 9 *Co.* 48.

And although the writing be bad, and beſides the lines, or the lines be written crooked, yet this will not hurt the deed.

And if there be any alteration, raſure or interlining made in any part of the deed before the delivery of it, this will not hurt the deed.

But in ſuch caſes it is policy to make a memorandum of it upon the back of the deed, and to give the witneſſes notice of it, (this is now uſually done in the atteſtation of the deed thus "*ſealed and delivered, the words—being firſt interlined*, &c.") For otherwiſe, if it be in any place material, as in the name of the grantor or grantee, in the limiting of the eſtate, or the like, and it cannot be proved to be done before the ſealing and delivery of it, eſpecially if it be in a deed-poll, it is greatly ſuſpicious. *Co. Lit.* 225. *Perk.* § 125, 126, 127, 128.

SECT. III.

On what a Deed muſt be written.

A Deed muſt be written in paper, parchment or vellum, as being the leaſt ſubject to alteration; for if writing be on a piece of wood, linen, the bark of a tree, a ſtone, or the like, and be ſealed and delivered, it is no good deed. *Co. Lit.* 229. *a.* 2. On parchment, vellum or paper.

It may be written either in a piece of looſe paper or parchment, or in a paper or parchment ſewed in a book. *Bro. Oblig.* 67. *Co. Lit.* 229. But the paper or parchment muſt in moſt caſes be ſtamped.

And

And although a deed be never ſo well written as to the hand and language, and on parchment or paper, and duly read, ſealed and delivered, yet it muſt be formally and orderly written, as to the matter and manner of it, according to law; that is, there muſt be ſufficient words to ſet forth the agreement, and to bind the parties to perform it; for a deed may be void, and loſe its force in all or part, for repugnancy, incertainty, miſtake, deficiency and error. *Of which formal and orderly parts, vide infra.*

SECT. IV.

Who is able to contract, or to give, grant, &c. See *Atk. Rep.* 212.

3. Who may contract, &c.

ANOTHER thing incidentally neceſſary to the making a good deed is, that the party contracting is capable of giving, granting, &c.

Diſabilities by common and ſtatute law.

For ſome perſons are diſabled by common law, and ſome by ſtatute: ſome abſolutely, and ſome *ſecundum quid* only: as in caſe of infants, feme coverts, ideots, perſons *non compos mentis*, aliens, tenants in tail, eccleſiaſtical perſons, and others, ſome of which may not make any deeds or eſtates at all; others under certain limitations and reſtrictions. *Stat.* 32 *H.* 8 *c.* 28.

Bodies natural or politic.

Generally, any natural, politic, or corporate body, may make a deed.

All who may take by deed, may give and grant by deed.

General rules.

Generally, all that are diſabled to take by deed, are diſabled to give and grant by deed; and ſome others alſo.

Some perſons are diſabled to give or grant by deed, and not enabled to take by deed: And ſome are enabled to take, that are not enabled to give or grant by deed.

Some may by deed give or grant ſome, and not other things; and ſome may not give or grant any thing at all.

Some may not make a deed good of themſelves, but by joining with others.

And ſome are diſabled to make a deed good, although they be joined with others in it.

Some may make a deed that will be good to ſome perſons and not to others.

Some may make a deed that will be good at one and not at another time.

And ſome may make a deed that will be good in one way, and not in another.

Who are incapable to make a deed.

Diſabilities to make deeds, &c. are chiefly amongſt perſons *de non ſane memorie*, infants, aliens, women who have huſbands, (*a*) men who have

(*a*) But a deed made by a perſon diſabled, may, though void at firſt, become good by ſubſequent acts. Thus where a mortgage was granted of a feme covert's eſtate, by the huſband and wife, after the huſband's death, the deeds being in the hands of the mortgagee, the widow had directed the tenants in poſſeſſion to attorn to the deviſee, had ſettled with him for the

have wives, women that have had huſbands, and lands ſettled by their huſbands upon them, perſons born deaf and dumb, perſons attainted of treaſon or felony, or in a *premunire*, clerk convict, leper, baſtard, tenant in tail, eccleſiaſtical perſons, as biſhops, parſons, and the like, jointenants, tenants in common, co-parceners, diſſeiſors, diſſeiſees, &c.

And this in ſome of them is in part, and temporary only; but in others of them it is abſolute, univerſal and perpetual.

But for all other perſons male or female, and for all other bodies natural or politic, either as ſole corporations or aggregate, and for all perſons (*a*) eccleſiaſtical and temporal, they are capable to be grantors or grantees, or to give and take by deed. And who capable.

So that if any ſuch perſon be ſeiſed of an eſtate in fee-ſimple in his own right, he may by deed in writing *in pais*, or without writing, by parol, make what gift, grant or exchange upon it, he pleaſes. Tenant in fee-ſimple.

But he who has but an eſtate-tail in land can only make a leaſe of it for his own life by deed, or ſuch a leaſe as is within the *Stat.* 32 *H.* 8. In tail.

Eccleſiaſtical perſons cannot make a leaſe of their eccleſiaſtical lands for longer than their own lives, or ſuch a leaſe as is warrantable by the ſtatute of 32 *H.* 8. *c.* 28. 13 *Eliz. c.* 10, 20. 14 *Eliz. c.* 11. 14 & 18 *Eliz. c.* 11. & 1 *Jac.* 1. *c.* 3. Eccleſiaſtics.

And he who has only an eſtate for his own or another's life, or a leaſe for years of land, may give, grant or charge it at his pleaſure, for ſo long as his eſtate laſts; and it will be good to all purpoſes, and againſt all perſons for that time. Tenant for life or for years.

And a man who has an eſtate in land to him and his wife and his heirs, may make what eſtate he will of it, and this will be good againſt all but his wife, and that for her life only.

As to the diſability of perſons *ſecundum quid* or to ſuch a purpoſe only, obſerve, that there are three ſorts of perſons that for- Who may make eſtates for lives or years.

the balance of the rents ſtiling him mortgagee, and had not queſtioned his poſſeſſion for a conſiderable number of years. And it was held unanimouſly that the conveyance in this caſe, though in form of a leaſe, was in ſubſtance a mortgage, and not being within the reaſon by which leaſes by a feme covert are held to be only voidable, was abſolutely void on the death of the huſband, but that the acts done by the widow, the deed being in poſſeſſion of the mortgagee, were tantamount to a re-delivery, which, without a re-execution, was equivalent to a new grant. *Goodright* leſſee of *Carter* v. *Strahan*, *Dougl.* 53. in note. *Perkins*, Sec. 154, *Co. Lit.* 36. *a*, 2 *Roll. Abr.* 26.

(*a*) Vide 9 *Geo.* 2. *c.* 36. which enacts, that no lands or tenements, or money to be laid out thereon, ſhall be given for or charged with any charitable uſes whatſoever, unleſs by deed indented, executed in the preſence of two witneſſes twelve calendar months before the death of the donor, and enrolled in the court of Chancery, within ſix months after its execution, except ſtocks in the public funds, which may be tranſferred within ſix months previous to the donor's death, and unleſs ſuch gift be made to take effect immediately and be without power of revocation, and that all other gifts ſhall be void. The two univerſities, their colleges, and the ſcholars upon the foundation of the colleges of *Eaton*, *Wincheſter*, and *Weſtminſter*, are excepted, with a proviſo that no college ſhall be at liberty to purchaſe more advowſons than are equal in number to one moiety of the fellows or ſtudents upon the reſpective foundations.

merly

merly could not make eſtates for lives, &c. but now may, by *Stat.* 32 *H.* 8.

Firſt, Perſons having any eſtates of inheritance in fee-ſimple, or fee-tail, in the right of their wives, or jointly with their wives, provided the wife joins in ſuch leaſe.

Secondly, Any perſon ſeiſed of an eſtate-tail in his own right.

Thirdly, Any perſon ſeiſed of an eſtate in fee ſimple in the right of his church.

The huſband and wife may by deed make ſuch an eſtate of the land of his wife, or charge thereupon, as to bind the wife and the huſband, and her and their heirs, by *Stat.* 32. *H.* 8.

The tenant in tail may make ſuch an eſtate, or charge by deed, as to bind himſelf and his iſſues in tail, but not the reverſion or remainder; by *ſame Stat.*

And an eccleſiaſtical perſon, as the biſhop, &c. without the dean and chapter, and the reſt of that ſort, may make ſuch an eſtate or charge by deed of ſuch land to bind his ſucceſſors, by *Stat.* 1 *Eliz. c.* 13. 13 *Eliz.* and 1 *Jac.*

But to make all ſuch leaſes good, there are divers things neceſſary to be obſerved *Co. Litt.* 44. *Of which ſee infra.*

Who may grant &c. The King.

The king for the greatneſs of his perſon and preſervation, of his eſtate, is diſabled by law to grant by deed *in pais*; but he is to give by matter of record, which is of a higher nature than a deed. 2 *Blackſt. Com.* 346.

The Queen. Grants, &c.

The queen has a privilege above other women, that ſhe may make a gift or grant of her own lands or goods without the king.

By huſband alone of his own hereditament.

If an huſband ſeiſed in fee of an advowſon, grants the third preſentation this is good; but it ſhall be taken for the third he may grant, which is the fourth, becauſe the wife is to have the third for her dower. *Dyer.* 35, 15. *H* 7.

By both huſband and wife to others See Atk. Rep. 50. &c.

If a deed not authoriſed by the above ſtatutes, be made by huſband and wife together, this generally will not bind and conclude the wife as a fine will do. (*b*) But a deed referring to a fine or recovery, as to lead the uſes thereof, and the like, may be good by the huſband and wife. *Yelv.* 1. *Jenk. Cent.* 4. *Caſe* 20.

A huſband and wife together may levy or ſuffer what fine or recovery they pleaſe of the wife's land, and thereby charge it for what time they pleaſe, and ſuch leaſes and charges will be good to bind them both and their heirs. *Woman's Lawyer* 103.

(*b*) By the ſtatute 11 *H* 7 the perſons to whom the lands appertain, after the deceaſe of ſuch woman, ſhall enter into the tenements, and poſſeſs and enjoy them according to ſuch title and intereſt as they ſhall have, if ſuch a woman had been dead, and no diſcontinuance, warranty, or recovery had. Conſequently if there be huſband and wife, tenant in tail by the feoffment of the huſband, and the huſband dies, having a daughter, his wife with child of a ſon, whereby the eſtate tail and reverſion in fee deſcend to the daughter; and the wife, before the birth of the ſon, levies a fine or ſuffers a common recovery: in this caſe, if the daughter enters by force of the ſtatute 11 *H.* 7. the ſon after born ſhall enter on her; for ſhe does not take as a purchaſer, but claims according to her title *per formam doni* and as if her mother had been dead, and then the ſon after born ſhall be preferred to the daughter. 3 *Rep.* 61. *b.*

The

The huſband may make leaſes of the lands or tenements whereof he has any eſtate of inheritance in fee-ſimple or fee-tail in right of his wife, or jointly with his wife, made before or after marriage, ſo as there be obſerved in ſuch leaſes the conditions or limitations required in the leaſes made by tenants in tail; and ſo as the wife join in the deed, and be made party thereto; and ſo as ſhe ſeal and deliver the ſame deed in perſon; for if a man and his wife ſhall make a letter of attorney to another to deliver the leaſe upon the land, this leaſe will not be a good leaſe from the wife, warranted by the *Stat.* (32 *H.* 8. *c.* 28.) and yet it will be good againſt the huſband. But if the leaſe is warranted by the ſtatute it will bind both the huſband and wife, and the heirs of the wife. And yet in caſe of an eſtate-tail, it will not bind the donor, nor him in remainder. But in this caſe the huſband and wife together may by the help of a fine, and recovery, both or one of them, make what further eſtate they pleaſe, or charge the land ſo as to bind the donor and him in remainder alſo, and their heirs. *Stat.* 32 *H.* 8. *c.* 28. *Co. Lit.* 44. 2 *Bulſtr.* 44.

And where the wife may do the principal, as levy a fine, &c. ſhe may do the acceſſary, to wit, declare the uſes of it. *Moore Ca.* 73.

In caſe a woman ſole, who is tenant in tail of the gift of her deceaſed huſband, or any of his anceſtors, with another huſband ſhe ſhall take afterwards, or alone, ſhall make any ſuch leaſe within the conditions of the ſaid ſtatute and warranted by it, this leaſe will not be a good bar of the title to the inheritance of thoſe who come after; but it will be good to bind the parties themſelves, and all others. *Stat.* 11 *H.* 7. *c.* 20. 3 *Co.* 51, 60.

If huſband and wife for money bargain and ſell her land, and afterwards they levy a fine *come ceo* of it; by this the eſtate is made good, and the wife cannot avoid it. *Moore* 22.

If both huſband and wife join in a leaſe of her land without render of rent, this leaſe (by the common law) will not be good againſt her. 26 *H.* 8. *c.* 2.

If huſband and wife make a leaſe parol (*a*) of her land, rendering rent, or a leaſe in writing, without reſerving any rent, this leaſe will not bind, but will be void as to the wife. 26 *H.* 8. *c.* 24.

Huſband and wife, and a third perſon, are jointenants for the life of the wife and the third perſon; the huſband (thus ſeiſed in right of his wife) and his wife by indenture let a moiety for twenty-one years, the wife dies; this is a good leaſe againſt the ſurvivor, and ſhall be as a leaſe made by her, until after the coverture that ſhe, or one who claims in privity under her, do avoid it by entry, it being voidable not void. *Cro. Jac.* 417. *Dyer* 187. 3 *Bulſt.* 370, 373.

If huſband and wife be ſeiſed of land in *London* to them and the heirs of the huſband, and they covenant by indenture for 20*l.* to ſuffer a common recovery according to the cuſtom of the place, (which binds as a fine) and that it ſhould be to the uſe of the recoverors, until they had made a good leaſe by indenture for forty years, and after the

(*a*) But a leaſe by huſband and wife generally, without alledging it to be by deed, is ſufficient to maintain an ejectment. 2 *Co.* 61. *Wiſcot's* caſe. The like law is as to an infant. 3 *Burr.* 1806.

making

making of the leaſe, to the uſe of them and the heirs of the huſband, and this recovery is had; this leaſe is good in this caſe, and not avoidable by the wife. *Dyer* 290.

If huſband and wife join in a deed of gift or grant, &c. it ſhall be ſaid to be the deed of the huſband alone, and not of him and his wife. 2 *Brownl* 66.

M. is ſeiſed for life, the remainder to *K.* in fee, *K.* takes *M.* to huſband, and after he and his wife and one *J. D.* levy a fine of the land to *F.* and his heirs, who grants and renders to *J. D.* for fifty years from *Michaelmas* laſt paſt, rendering rent, and grants the reverſion to the ſaid *N.* and *K.* and to the heirs of *K.* this is a good leaſe. 6 *Co.* 63. *a.*

If land be given to huſband and wife and the heirs of their bodies, and they demiſe by indenture, and after the huſband's death the wife enters, and dies within the term, it is now no leaſe *ab initio*. *Leon.* 190. *Caſe* 274. *Dyer* 91. But till her entry the leaſe is not avoided. *Cro. Jac* 332, 417.

The huſband is ſeiſed of land in right of his wife, they both join in an exchange of it by deed, for other land with a ſtranger, and the exchange is executed. They paſs the land *taken in exchange* by fine, yet the wife after the huſband's death may enter upon her own land. *Dyer* 358. *b.* So where he, after marriage, makes her an aſſurance of a jointure, and they levy a fine of it, *ſur conuſance*, &c. of the gift of her huſband; this will not bar her of her dower. (*a*) *Leon* 28. *Dyer* 19.

If a leaſe is made by indenture by huſband and wife, and no rent reſerved upon it; this is not void as it is in caſe of an infant, but voidable at moſt (*b*). *Hut.* 102.

If huſband and wife make a leaſe by indenture for years, rendering rent, the leſſee enters, the huſband before the day of payment of the rent dies, the wife alſo before the day of payment marries a ſecond huſband, who accepts the rent at the day; in this caſe the wife may not avoid the term, but the leaſe is good. *Dyer* 159.

If a leaſe is made by huſband and wife of the wife's land to *A.* to try the title of it, they being put out, and a letter of attorney to a third perſon to enter into the land, and to deliver the deed, and the letter of attorney be in the name of the huſband and wife, and is ſealed and delivered accordingly, this is good to maintain the declaration. 2 *Le.* 200. Vide *Noy* 130, 132. *Cro. Jac.* 332.

A leaſe and letter of attorney by the huſband alone, and under his ſeal, without the ſeal of the wife, is not good; but in ſuch caſe to ſeal a leaſe to try a title by ejectment, the huſband and wife both muſt ſeal the leaſe and letter of attorney, and the attorney muſt enter in both their names. And ſo leaſes muſt be made to ſue for recovery of her lands. *Bulſt.* 13.

(*a*) The reaſon is for that the election is not given to the wife to claim her jointure or her dower, until after the death of her huſband, and the ſame reaſon applies to the exchange.

(*b*) Therefore the wife may affirm the leaſe by bringing a writ of waſte, or ſhe may accept fealty. *Hutton* 102.

A leaſe

A leaſe made by a feme covert is not good unleſs it be made by deed; r if it be by parol, it is void; but if by deed, it is voidable only. *Cro. Liz.* 656.

If huſband and wife join in a mortgage of her term, this is no abſo-te diſpoſition. (*a*) And if he purchaſes in fee, the term is not extinct. *b*) *Hob.* 3.

If a feme covert by dureſs joins in a leaſe with her huſband, this ſhall d her. 3 *Leon.* 71.

Huſband and wife join in a mortgage of the wife's term, this is good; d if the wife dies, the condition ſhall ſurvive to the huſband, as the m ſhould have done; and the huſband by the marriage has full power er his wife's term to alien it. *Hob.* 3.

Huſband and wife can neither expreſsly, nor by acceptance of a new ſe, ſurrender the wife's eſtate for life, ſo as to bind her ſurviving. *b.* 203, 204.

If huſband and wife make a leaſe not warranted by *Stat* 32 *H.* 8. yet may be a good leaſe as to the huſband; but if it be made according to e ſtatute, it will bind the huſband and wife both, and the heirs of the ife; but ſuch leaſe made by tenant in tail, will not bar the donor or m in remainder. *Co. Lit.* 44. *a.*

If huſband and wife make a leaſe of her land, rendering rent to them d the heir of the wife, (as ſuch leaſe ſhould be made), in this caſe the ſband cannot by fine or deed grant or diſcharge this rent longer than ring the coverture, unleſs the wife join in the fine; but this rent ſhall ſcend, remain or revert in ſuch ſort and manner as the land ſhould ve done. *Woman's Lawyer* 103.

A leaſe for years by huſband and wife, if it be without deed, is void to the wife. *Cro. Eliz.* 656.

If the huſband be ſeiſed in fee, and the wife for life, and they both rgain and ſell the land in fee, upon condition, that if they, or either them, pay 100*l.* then it ſhall be void; and all aſſurances made to be the uſe of the huſband and his heirs; the huſband dies, the wife pays e 100*l.* ſhe ſhall have an eſtate for life, notwithſtanding the declara-on of the uſe as before. *Cro. Eliz.* 744.

If huſband and wife for money bargain and ſell her land, and after-rds levy a fine *come ceo* of it; the eſtate is made good, and the wife nnot avoid it (*c*) *Moore* 22.

If huſband alone make a parol leaſe for years of the wife's land, and en huſband and wife levy a fine, and they both die, the conuſee may oid this leaſe (*d*) 1 *Leon.* 247. *Poph.* 45.

The huſband and wife together may join, and by fine or common re-overy make a good aſſurance of any land ſhe and her huſband has in her ight, of any freehold eſtate they have in her right. And ſo they may

(*a*) But the equity of redemption belongs to the huſband. *Ibid.*

(*b*) For he will be ſeiſed of the term in his wife's right, and of the fee in his own right. *Plowd.* 417.

(*c*) For the deed enures as a declaration of the uſe, though void as to carrying an intereſt.

(*d*) For the leaſe being made by the huſband *only*, is utterly void againſt the wife, and cannot be made good by any act done by the wife, and the land paſſeth all from the woman by the fine, and therefore the leaſe cannot bind the conuſee.

alſo bar her of any right or title of jointure or dower ſhe has or may ha in or to any of the huſband's lands; But ſo they may not do by de indented, (not though it be afterwards inrolled) feoffment or other co veyance by deed, but where there is a ſpecial cuſtom to warrant a enable it. *Plowd.* 515. 2 *Co.* 74. *a.* 77. *b.* 78. *a. Pigot Rec.* 66, 7 2 *Bac. Abr.* 140, 20 *H.* 7, 8.

And they both together may make a leaſe of the land ſhe h and he holds in her right, for three lives or twenty-one ye according to the ſtatute of 32 *H.* 8. *c.* 28. to bind them and th heirs. *Co. Lit* 44. Or they may make a leaſe of ſuch land to tr title: and theſe two things they may do by deed *in pais* with fine or recovery. And if he has a copyhold eſtate in her right, th two may ſurrender it in the court according to the cuſtom of the pl 4 *Co.* 23. *b.*

But if they both join in a ſtatute or recognizance, this does not b the wife, or her land. *Kelw.* 10.

Or one of them to others.

The huſband by his fine alone cannot conclude his wife after his de as to her lands. *Woman's Lawyer* 103.

1. The huſband alone.

If the huſband alone levies a fine of his wife's land for any tate whatſoever, ſhe may avoid the fine after his death. *Woman's La yer* 163.

If the huſband alone makes a feoffment or other grant of his wi land, this will be good againſt him, and all others, but his wife, may avoid it after his death. (*a*) *Perk.* § 223. *Co. Lit.* 337.

If a woman inheritrix has a huſband within age, who within age al her land and dies, the wife by her entry ſhall avoid this. *Lit.* § 6 634. *Co. Lit.* 336. *b.* 337. *a.*

If the huſband alone makes a leaſe for years of his wife's land, ren ing rent, and dies, this leaſe will be voidable as to the wife. (*b*) 2 77. *a.* 26 *H.* 8. 2.

And yet, if after his death ſhe takes another huſband who acce the rent, the leaſe is made good. *Dyer* 159.

Where the huſband alone makes a leaſe for years of the wife's h this is good for no longer than he lives, and yet it is not avoided till wife makes her entry. (*c*) *Plowd.* 137.

If a man be poſſeſſed of a term in right of his wife, and grants of it to another, the wife after the huſband's death will have the reſi of the term not granted; and the property will only be changed for w is granted. *Cro. Eliz.* 33.

If huſband and wife have an eſtate in land, to them and to the h of the huſband, and he alone makes a leaſe of the land; this will be go

(*a*) Baron and feme, ſeiſed of lands in the right of the wife levied a f unto the uſe of themſelves for their lives, and afterwards to the uſe of t heirs of the wife; proviſo that it ſhould and might be lawful to and for t huſband and wife at any time during their lives, to make leaſes for 21 ye or three lives. The wife being covert made a leaſe for 21 years, and it w adjudged a good leaſe againſt the huſband by reaſon of the proviſo. Go 327.

(*b*) But ſhe may affirm it by acceptance of the rent. *Kelw.* 10. *et vi Goodright v. Strahan. Dougl.* 52. *Cowper* 201.

(*c*) And ſuch a leaſe being good, until it be avoided by one who has p rity, ſhall bind one holding with the wife in jointenancy, unleſs it be avoi ed by entry of the wife. *Cro. Jac.* 417.

againſt all perſons but the wife, and that alſo for her time only. *Bro. Leaſes* 58.

If tenant in fee-ſimple takes a wife, and then makes a leaſe for years, and dies, and the wife is endowed of the third part of his land; in this caſe ſhe will avoid the leaſe for her time for ſo much of the land as is within her thirds, but after her death it will be good again. *Co. Lit.* 46.

A man who has land in right of his wife, makes a leaſe for years of it, it is not void by his death, till ſhe enters. 2 *Co.* 77. *a.*

If huſband makes a gift in tail of his wife's land, rendering rent, and they after grant the reverſion by fine, by this the wife is barred of all; but if they grant the rent only by fine, there the wife after his death may enter. *Moore* 91.

If a leaſe be made to huſband and wife during their lives, the remainder to the executors of the ſurvivor of them: if the huſband grant away this term, and dies, the ſame will not bar the wife, for ſhe has but a poſſibility, and no intereſt. *Co. Lit.* 46. *b.* 10 *Co.* 51.

But if a man be poſſeſſed of a term for forty years in the right of his wife, (*a*) and he makes a leaſe for twenty years, reſerving rent, and dies, although the wife has the reſidue of the term, yet the executors of the huſband ſhall have the rent; for ſhe is no party to the leaſe. (*b*)

If the huſband makes a grant of the whole term, upon condition that the grantee ſhall pay a ſum of money to the executors, &c. the huſband dies, and upon breach of the condition the executors enter; this is a diſpoſition of the whole term, and he is barred of it, for the whole intereſt was paſſed away. *Co. Lit.* 46. 10 *Co. Lampet's* Caſe.

If a man is poſſeſſed of a beneficial leaſe for a term of years in right of his wife as executrix to her former huſband, he may grant and convey the ſame. *Wilſ. Rep.* 277.

If a man poſſeſſed of a term in right of his wife makes a leaſe for years of the land, to begin after his death, and then dies, his wife ſurvives, the leſſee ſhall have it during his term; but for the remainder of the term, if the huſband makes no diſpoſition of it, the wife ſhall have it. *Poph.* 5. For where a woman has a term, and marries, the huſband may diſpoſe of it in his life, but not by will. *Plow.* 416. *Hob* 3.

Huſband and wife ſeiſed jointly to them and their heirs of an eſtate of inheritance of lands made during the coverture, and the huſband makes a feoffment in fee, and dies, the wife may enter within the ſtatute of 32 *H.* 8. *c.* 28. although it was the inheritance of them both. *Co. Litt.* 326 *a.*

And ſo it is if the feoffment be made by the huſband and wife, (although the words of the ſtatute be by the huſband only) for in ſubſtance this is the act of the huſband only. *Ibid.*

(*a*) If a man leſſor take the feme leſſee to wife, the term is not drowned, but he is poſſeſſed of the term in her right during her coverture. *Co. Litt.* 338. *b.*

(*b*) The reaſon is, that it was not incident to the reverſion, becauſe the wife was not party to the leaſe. *Co. Litt.* 46. *b.*

If

If an husband be possessed of land for years in right of his wife, and grants a rent-charge, and dies, the wife may avoid it. *Co. Litt.* 184. *b.*

An annuity is granted to a wife for life by one, to whom the husband releases all demands, and dies, the wife is not barred by this. *Moore's Case* 689.

If a husband makes a lease for years of his wife's copyhold lands of inheritance, (which is a forfeiture by the custom) this is no good lease to bind, and therefore shall not prejudice his wife after his death. *Cro. Eliz.* 459.

Baron and feme jointenants during the coverture for sixty years; the baron by indenture lets all the land for seventy years, to begin immediately after his death; the baron dies, the wife survives, this is a good lease, and not like to a lease to begin after the death of the baron where he may over-live the whole term; nor like a grant of a term to begin after his death, where nothing passes till his death; but here a good term is created in interest though not in possession; and here the baron having an interest to dispose of in his life-time, he may dispose of the term, and it shall bind the wife; so when he has disposed by act executed in his life-time, of the interest of the term, he has created the term in interest, and it is as good as if he had granted all the term. *Cro. Eliz.* 287. 1 *Co.* 155. *Poph.* 97.

Husband and wife jointenants for one hundred years, the husband makes a lease for twenty years, to begin after his death, and dies; the lease is good. *Moore* 395.

If one has a lease for years, extent, or the next avoidance of a church in the right of his wife, he may grant it away by act executed in his life-time, but not devise it by will; for it will return to the wife if not disposed of by his act executed. *Co. Litt.* 351. 1 *Roll.* 344. *b.* 1 *Plowd.* 418. *Poph.* 5. *Co. Litt.* 46. *b.*

But the absolute property of all the wife's goods and chattels moveable, and personal estate, is vested in the husband, and he may give or grant them away, without her, at his pleasure. *Co. Litt.* 351.

If a feme inheritrix has a husband within age, and he within age aliens her land and dies, she by her entry may avoid this. *Litt.* § 633, 634.

If a lease for years be made to the husband to the use of the wife, the husband may sell it for a good consideration, and there will be no remedy for the wife in law. *Bulst.* 118.

If husband purchases land in fee to them two and their heirs, he alone without her may make a lease of the land, for this is out of the statute of 32 *H.* 8. as to requiring her joining with him. *Cro. Jac.* 22. (*a*).

(*a*) Husband and wife seised to them and the heirs of the body of the husband make a lease for three lives, rendering the ancient rent; the husband dies, this shall not bind the wife. Adjudged, because the statute speaks of the wife's inheritance. *H.* 14 *Eliz. C. B. n.* 5. *D. D.* Husband and wife jointly seised by purchase to them and their heirs, the husband alone during the coverture make a lease, rendering the ancient rent; *dubitatur* if it shall bind the wife, because the *proviso* which requires the wife's joining, speaks only of husband seised in right of his wife. Ended by arbitration. *Vide Co. Litt*, last edit. 44. *a.*

If a woman has a leaſe for years, and conveys it in truſt for her own ſe, and after marries, the huſband may not diſpoſe of it; and if the ife dies, the huſband may not diſpoſe of it, but it ſhall go to the exe- tor of the wife. *March, caſe* 69. 141.

If a copyholder makes a leaſe for years of the land whereof a feme cuſtom is to have her widow's eſtate, ſhe ſhall not avoid the ſe, unleſs there be a ſpecial cuſtom to avoid it; for he comes under cuſtom, and by the lord's licence, as well as the feme. *Cro. Jac.* , 37.

If huſband has an eſtate in right of his wife for her life as dower or herwiſe, and he alone, or they both, by deed ſurrender to him in re- ſion; this is good during the coverture: but if ſhe ſurvives, or re be a divorce *cauſa præcontractus*, the wife may enter, and avoid the render, though he to whom it was made be dead, and his heir in by ſcent *Perk.* § *Vide Moore* 522. 10 *Co.* 42. *b.* 1 *Com. Dig.* 566, 67. 8 *Co.* 72, 73.

If a *feme ſole* makes a feoffment in fee, on condition to pay 10*l* at *ſter* next, and ſhe before that time takes a huſband, the huſband may eaſe this condition, and bar her for ever. *Perk.* 764.

Huſband purchaſes land to him and his wife and their heirs, d after he alone lets it for ſixty years, if he lives ſo long, ren- ing rent, huſband dies; the leaſe ſhall be good againſt the wife, on the *ſtat.* 32 *H.* 8. *c.* 28. and not within the proviſo. *Cro. Car.* 20.

The huſband alone cannot by fine, recovery or otherwiſe, by any ed diſpoſe of the land of his wife for longer time than he lives, but ſhe her heir will avoid it. 1 *Com. Dig.* 566, 567.

But by *ſtat* 32 *H.* 8. they may make leaſes according as the ſta- te directs. 17 *E.* 4. 14, And if it be otherwiſe made, although e money given for the land ſold be paid to her, yet this will not make good. 8 *Co.* 72.

And if the huſband be ſeiſed of a reverſion in the right of his wife, d he grants it away, and the tenant attorn, yet this ſhall not bar the ife. 19 *H.* 6. *c.* 4.

The huſband alone may give or grant away any of the chat- s real of his wife by act executed in his life-time, and this will ed and bar him and his wife alſo; and therefore if one has a m in right of his wife, and he in reverſion confirms the eſtate of e huſband and wife, *habendum* for term of their two lives; by this e leaſe for years is drowned and gone. *Plowd.* 260. *Litt.* § 526. Co. 47.

So if the wife has a future *intereſt* in chattels real, the huſband alone ring the coverture may grant it away. or by releaſe, &c. prevent her it. 5 *Co.* 27. *Bro. Grants* 157. *Vide cont. Keilw.* 122.

So for any goods or chattels ſhe has as executrix. *Ibid.*

If huſband and wife levy a fine, and he alone declares the uſes, this good to bind both of them. But *contra* if ſhe diſagrees to it, and de- res other uſes, (*a*) *Moore* 196, 197. *Goldſ.* 12, 67.

(*a*) Huſband and wife joint tenants for life, the huſband alone accepts of a new leaſe, this is a ſurrender, but avoidable by the wife if ſhe ſurvives. *Moore* 635.

And

And generally, all acts done by the husband voluntarily and out of court, which he and his wife are compellable to do, and are to be done by deed, or otherwise, shall be deemed both their acts, and good; as where he is seised in his wife's right, or jointly with his wife, and he assigns dower to another woman, or grants a rent for equality of partition, or makes an attornment, this will bind her though done by him alone. 9 *Co.* 85.

The wife alone, or other woman alone.

No man's wife, except the queen, may by any deed of gift or grant, obligation, release, or otherwise, dispose of or bind her husband's person, land or goods, without his consent; nor will any such deed made by her alone without her husband conclude or bind himself. And her saying in the deed that she is sole, if she be otherwise, will not amend the case. *Co. Litt.* 3 *Perk.* 68. 20, 41, 185, 186. *Jenk. Cent.* 4. *case* 20.

But if there be a solemn agreement between man and wife before the marriage, that she alone shall have the dispósal of lands or goods without her husband, this will be good, and her disposition take place. *Cro. Car.* 219, 220, 376. 1 *Ch. Rep.* 118. 2 *Vern.* 329, 535.

If husband and wife tenants in tail of the gift of the husband, the remainder to the husband in fee, and the husband dies, and the son and heir of the wife levies a fine with proclamations to the use of himself and heirs; the wife makes a lease of the land for twenty-one years, this is good against the issue in tail. *Bridgm.* 27, 28, 29.

If a woman tenant in tail makes a lease for thirty-one years, and takes a husband and has issue, the wife dies, and the husband is tenant by the curtesy; the heir cannot avoid the lease during the life of tenant by curtesy. *Owen* 83. *Bridgm.* 27—29.

But if he surrenders to the issue, the issue may avoid the lease. *Moore* 8. *Cont. Owen* 83. *vide infra.*

If land be given to husband and wife, and to the heirs of their two bodies, and the husband dies leaving issue by his wife, and the wife makes a lease according to the statute of 32 *H.* 8. in this case it seems the lease is good to bind the issue. *Godb. case* 119.

If husband and wife seised of land in right of the wife, levy a fine to the use of themselves for their lives, and after to the use of the heirs of the wife, provided that it shall be lawful for the husband and wife at any time during their lives to make leases for twenty-one years, or three lives; the wife being covert, makes a lease for twenty-one years, the lease will be good against the husband, although made when she was a feme covert; because of the proviso in the 32 *H.* 8. *Godb case* 419.

If a man seised of lands in fee enfeoffs divers persons, upon condition that they shall give back the land to him and his wife in tail, the remainder to his right heirs; they have issue a son, the husband dies, the son in the life of the wife levies a fine with proclamations to the wife enters, and makes a lease for three lives, which lease is not warranted by *stat* 32 *H.* 8. the conusee re enters, his entry is lawful; for the lease being a discontinuance, is within the *stat.* 11 *H.* 7. *c.* 20. and the conusee may enter for the forfeiture. So if the wife had accepted a fine *sur conusance de droit come ceo*, &c. and thereby granted and rendered the land for 1000 years, this had been an alienation within the statute of 11 *H.* 7. 3 *Co.* 51. *Dyer* 148.

A woma

A woman who has recovered the third part of her huſband's land in dower, may not make a leaſe of it till ſhe be in poſſeſſion by execution. *Bro. ſci. fa.* 36.

A feme covert will not be bound by a deed inrolled, unleſs ſhe be examined, but if ſhe be, in *London*, it will bind her. *Hob.* 225.

A feme covert alone, and without her huſband, cannot make a feoffment of her own land, for it will be void. *Perk.* § 185, 286. *Hob.* 225

If land be given to huſband and wife, and to the heirs of their two bodies, and the huſband dies leaving iſſue by the wife, and the wife makes a leaſe according to the *ſtat.* 32 *H.* 8. this leaſe it ſeems is good to bind the iſſue, for the ſtatute ſays the leaſe ſhall be good againſt the leſſor and his heirs; and the iſſue is heir to both huſband and wife. *Godb. caſe* 119.

A feme covert alone cannot by any deed during the coverture diſpoſe of any of the lands, goods or chattels ſhe has in her own right, without her huſband; and therefore all feoffments, (*a*) deeds, gifts, and grants made thereof by her alone are void And although ſhe ſays in the deed that ſhe is ſole, that will not make the caſe better. And although ſuch deeds be executed by livery of ſeiſin or attornment, yet they are not good, or of any force at all. (*b*) And although the huſband be agreeing or privy to it, yet they are not good to bind the huſband or herſelf. And although he be out of the country vagrant, and it is not known whether he be alive or dead, yet is it not good. (*c*) *Perk. tit. Grant* § 6, 8. *Jones* 138. *Latch.* 41.

So of ſtatutes and obligations made by her; theſe are all void, and not binding to him or her. 10 *Co.* 43. *Keilw.* 10, 12. 5 *Co.* 27.

And therefore *a fortiori* ſhe may not diſpoſe of her huſband's own lands, goods or chattels that he is ſeiſed or poſſeſſed of in his own right.

But if a feme ſole executrix takes a huſband, ſhe, after her marriage, without and againſt her huſband's will, may do any lawful act for an executor to do; but if that which is done be a *devaſtavit*, it is not good to bind him. (*d*) *Perk. Grant* 7.

If there be a difference between a man and his wife, and by the mediation of ſome friends ſome of his land be aſſigned to her by his aſſent, yet ſhe may not diſpoſe of it without him. *Perk.* § 8.

If the wife alone gives or grants the huſband's goods, this will be good till the huſband diſagrees to it; but if it be by deed, the deed will

(*a*) *Contra* if an eſtate be given her on condition to enfeoff another; for, in order to ſave the condition, ſhe may make the feoffment. *Jon.* 137, 138. And any alienation by her in purſuance of an agreement by him before marriage will be ſupported in equity. 2 *Vern.* 329. *Cro. Car.* 376. 1 *Ch. Rep* 318.

(*b*) But a fine levied of her lands without her huſband, bars him and his heirs, unleſs he avoid it. 10 *Co.* 43. *a.* 7 *Co.* 8. *a.* 1 *Roll.* 346. *l.* 60. 1 *Leo* 82. *Jon.* 138. and the ſame law is of a recovery ſuffered by her. 1 *Roll.* 347. *l.* 1. *Cont.* if it appear on the record that ſhe is a feme covert. *Sid* 122.

(*c*) *Sed quære* in caſe of a truſt. *Jones* 137, 138. *Lat.* 40.

(*d*) So ſhe may execute an authority to ſell. *Co. Litt.* 112. *a.* 1 *Roll.* 329. *l.* 26.

be void; and yet by the husband's agreement it may be made good for ever. (e)

If one devises that his executor shall sell his land, and makes his wife executrix; she alone, or with another husband, may sell it. *Keilw.* 10.

A feme covert that is an executrix may do any thing according to the office and duty of an executor as another may do, save only give or sell goods or chattels; this she may not do: and she may not assent to a legacy without her husband. 5 *Co.* 27. 2 *H.* 7. 15. *Perk.* § 8.

By husband and wife to one another.

A man may not after his marriage make a feoffment to his wife; but after a contract made, and his having had carnal knowledge of her before marriage, such a feoffment is good. *Perk.* § 195.

1. Husband to wife.

A man can make no estate to his wife by deed; he may not covenant with her to stand seised to her use, for they are but one person in law; but he may covenant with another so to do: or he may make a feoffment or other conveyance to her use, or he may surrender a copyhold to her use. *Co. Litt.* 112. *a.* 4 *Co.* 29. *b.*

And he may devise to his wife as to another. *Co. Litt.* 112.

A feme covert cannot take any thing of the gift of her husband, but she may purchase lands of others without his assent; but if he disagrees, the same is divested; if he neither agree nor disagree the purchase is good, and if he agrees to it, yet after his death she may waive it until after his death she has agreed to it. *Co. Litt.* 3.

2. Wife to husband.

A custom that a wife may give lands to her husband is void. *Godb. Case* 178. *Sed vid. cont. Fitzh. Prescrip.* 61 *Bro. Cust.* 56.

Grant, &c. by several, tho' one only has right.

Where one of many that make a deed of feoffment has the land, and the rest have nothing in it, yet it is a good deed to pass the land. *Bro. Feoffments de terre.* 4. 42 *E.* 3, 12.

Jointenant.

A jointenant may lease his moiety for years, to commence after his own or after his companion's death. *Lane* 14.

Grant, &c. by an infant.

An infant may not make a gift or grant by deed, or do any thing else by deed that will be good and binding him or others, but in some special cases: For if he makes such a deed that shall take effect by the delivery of the deed only, as where he shall grant a rent-charge out of his land, or make a feoffment with a letter of attorney to give livery of seisin, or by deed give or sell any of his goods, and the buyer takes the thing, these deeds are void *ab initio.*

So if an infant grants a rent, advowson, or common by deed, this deed will be void, and he shall have the same remedy against the grantee for his taking a distress for the rent, or any other use made of the grant as if no such grant had been, consequently on distress taken for the rent, he may punish the grantee as a trespasser, but in such case the infant cannot plead *non est factum,* but must shew the special matter. *Co. Litt.* 172. *Perk.* § 7.

(e) *Vide cont.* 1 *Sid.* 122. such disposition is void and the husband may maintain trover for them.

But

But if the deed (*a*) *takes effect* by the delivery of the hand of the infant, as where by deed he makes a feoffment, and gives livery of ſeiſin by his own hand; or ſells goods, and delivers them with his own hand; theſe are voidable by the infant himſelf, or him that ſhall have his right, as privies in blood or eſtate, &c (*b*) *Moore* 105. *Co. Litt.* 171. *Perk.* § 12. *Brownl.* 120. 21 *H.* 6. 31.

But what he does by fine or recovery by himſelf, or by way of ſtatute or recognizance, or inrollment of a deed, is good till defeated. But he may avoid them during his minority, not afterwards. 2 *Inſt.* 483. 2 *Co.* 58. *a.* 10 *Co.* 43. *a.* *Bendl. Pl.* 123.

And if he dies during his nouage, his heir cannot avoid it. *Perk.* § 12, 13, 14, 19. 26 *H.* 8. 2. 7 *H.* 43.

If an infant makes an exchange and occupies the land given in exchange, it will be good till defeated. *Co. Litt.* 51. *b.* But if he make a partition by deed, which is equal at the time of the allotment, he will be bound thereby for ever. *Co. Litt.* 171.

If he makes a feoffment in fee, with a warrant to give livery of ſeiſin, and the attorney does it accordingly; this is void, and the feoffee when he enters is a diſſeiſor, and ſo the infant may ſue him as ſuch, or he may enter upon him: But if the infant gives livery with his own hands, the eſtate is only voidable. and the feoffee may not be charged as a diſſeiſor or treſpaſſer. 4 *Co.* 125. *Dyer* 10, 109. 2 *Rol* 2. *l.* 37, 40. 2 *Inſt.* 483.

If a wife inheritrix has a huſband within age, and he aliens her land during his nonage, and dies, the wife may enter. *Co. Litt.* 336. *Litt. Sec.* 633.

A leaſe at will by an infant without rent, is void.

Matters of record done or ſuffered by an infant, as ſtatutes merchant, ſtaple, recognizances acknowledged by him muſt be avoided by him by *audita querela* during his minority. *Co. Litt* 380. *b.*

If an infant be executor, he may do any lawful act as executor; and therefore if he makes a releaſe for a debt he hath duly received, this is a good deed; but if he ſhall make a deed of releaſe for the debt he hath not received, this deed will be void; but if he does receive the money, it is a good deed of releaſe againſt him. (*c*) *Moore* 146. *Cro. Eliz.* 671.

A leaſe and releaſe of an infant executor of lands of the mortgagor deſcended to the infant from his anceſtor, on the mortgagors paying the money, (the leaſe and releaſe being made to a third perſon by authority of the mortgagor) was adjudged to be, not a void but a voidable act, and, either upon the ground of being a deed which commenced by livery, or upon the ground of ſemblance of benefit to the infant, ſuch an act as bound him; for a court of equity would have compelled the infant to have made ſuch a leaſe and releaſe under the

(*a*) There is no difference in this reſpect between a feoffment and deeds which convey an intereſt. 3 *Burr.* 1804, *quære.*

(*b*) The words *take effect*, are material; for they exclude letter of attorney, or deeds which delegate a mere power and convey no intereſt. 3 *Burr.* 1804.

(*c*) But if the money paid was due on bond with a penalty, the releaſe was no diſcharge, at law for penalty due. *Vid. Cro. Car.* 492.

ſtatute 7 *Anne c.* 19. *ſec.* 2. *Zouch* v. *Parſons.* 3 *Burr.* 1794. *et vid. F. N. B.* 168. *b.*

And it is a rule, That where an infant makes a voidable feoffment, there his privies in blood, as the heir general or ſpecial, or general and ſpecial both, may take advantage of the infancy of the anceſtor, and enter: But privies in law, as the lord by eſcheat, and the like, may not take advantage of ſuch infancy; and where an infant dies without heir, his feoffment is unavoidable. 4 *Co.* 125. (*a*) *Dyer* 10.

If a tenant in tail makes a leaſe not warranted by the ſtatute of 32 *H.* 8. and dies without iſſue, and the reverſion deſcends to his general heir, being an infant, he may avoid it. But an heir in tail then within age, when he comes of full age, by acceptance of the rent, may make the leaſe of the tenant in tail good, during his time.

And yet the king, as to his right by wardſhip, might have avoided it for his time. 7 *Co.* 8. *b.* 9. *a.* *Co. Litt.* 46. *a.* *Godb.* 325.

And if tenant in tail makes a leaſe for thirty or forty years, and dies without iſſue, his wife young with child of a ſon, and the donor enters and avoids the leaſe, and then the ſon is born, the leſſee enters, and the ſon at his full age accepts the rent; by this he has made good the leaſe that was before only avoidable *Ibid.*

If an infant tenant in tail makes a leaſe for years within the ſtatute of 32 *H.* 8 this is not good, although the ſtatute be general.

If an infant copyholder makes a leaſe of his copyhold land, it is no forfeiture becauſe it is void; but if he accepts the rent reſerved upon it at full age, it will be a forfeiture. *Latch.* 109. *Noy* 92. 8 *Co.* 44.

A grant of a copyhold by an infant is good, if the cuſtom will warrant it; and the preſentation to a church by an infant is good for fear of a lapſe; but it ſeems the infant muſt be of the age of fourteen years, or more, to preſent to a church. *Perk.* § 14, 15. 4 *Co.* 23. 8 *Co.* 63. *Noy.* 41. (*b*)

An infant alſo may make a leaſe for years, to try a title of lands, and it will be good, although no rent be reſerved. *Noy* 130. 2 *Leon.* 216. *Moore* 105. 3 *Burr.* 1806.

If an infant ſeiſed of lands in fee makes a leaſe for years of it, rendering rent, this is only voidable; and by his acceptance of the rent when he is of age will be affirmed and made good. *Bro. Leaſ.* 50. *Moore* 663. *Roll. Abr.* 729, 730. 3 *Mod.* 307. *Comyn. tit. leaſe* 304.

But if he make a leaſe of it, rendering no rent, or a triſle, as a pepper-corn, the leaſe is void, unleſs otherwiſe beneficial to

(*a*) For the perſons to take advantage of a voidable deed or eſtate made by an infant. *vid.* 8 *Co.* 43.

(*b*) If two or more, being infants, be jointenants of lands of the grant of the huſband during coverture, the one of them may aſſign dower to the wife of a third part *in certainty*, and this ſhall bind his companion, becauſe they were compelled to do the ſame by law. But if one of them aſſign a rent out of the land, it ſhall not bind the other, becauſe he was not compellable. *Co. Litt.* 35. 7 *H.* 6, 83. *Perk. ſec.* 399. *Keilw.* 128. *b.* So of an abator, intruder, diſſeiſor, &c.

him.

him. *Moore* 105. 2 *Leon.* 28. *Hutton* 102. *Roll. Rep.* 441. 3 *Burr.* 1086.

It is ſaid that a ſurrender of an infant cannot be by deed, but is abſolutely void. *Cro. Car.* 502. 1 *Roll's Abr.* 728 However this ſeems queſtionable and appears to depend upon the manner in which the infant will be affected by it. If an infant was to ſurrender an unprofitable leaſe, and, after acceptance by the leſſor, the premiſſes ſhould be burnt, over-flowed, or otherwiſe deſtroyed, the leſſor never could ſay the ſurrender was void. *Vid.* 3 *Burr.* 1807.

An infant after he is of years of diſcretion may contract, and may make a ſingle bond or contract to pay money for his neceſſary phyſic, food, apparel or ſchooling, or inſtruction in any thing that may profit him, or the nurſing of his child; and this deed will bind him as much as if he was of full age: And what ſhall be ſaid to be neceſſary in theſe caſes ſhall be tried by the judges, and not by a jury. *Co. Litt.* 172. *a March.* 145. 1 *Roll. Abr.* 729. *pl.* 8. 1 *Lev.* 86.

But if it be a writing with a penalty, it will not bind him; nor will his bill to another man that has paid ſuch money for him to pay it again bind an infant. (*c*) *Co. Litt.* 172. 1 *Roll. Abr.* 729. 8. *Mo.* 679. *Godb.*

(*c*) The rules to be collected from the books reſpecting the privilege the law extends to infants, may be reſolved into theſe.

Firſt, If an infant does a right act which he ought to do, and which he is compellable to do, it ſhall bind him; as if he makes equal partition, if he pays rent, if he admits a copyholder upon a ſurrender. And generally whatever an infant is bound to do by law, the ſame ſhall bind him, although he doth it without ſuit of law. *Co. Litt.* 172. *a.* Therefore where an infant was not compellable to attorn becauſe the manor was not conveyed by fine, yet becauſe by a mean he was compellable to attorn, *viz.* if a fine had been levied, the attornment having been made was held good. 9 *Co.* 85. *b.*—*Forteſcue* lays it down larger 18 *H.* 6. fol. 2. *a.* He did but that which he ought to do, therefore the attornment is good.—So the attornment of an infant to a grant by deed is good, becauſe it is a lawful act, albeit he is not upon that grant compellable to attorn. *Co. Litt.* 315. *a.* The reaſon is that a right and lawful act not within the reaſon of the privilege, which is given to protect infants from wrong.—His being compellable by any mean or in any way to do the thing, proves the act to be ſubſtantially what he ought to do.

2dly. The act of an infant that do not touch his *intereſt*, but take effect from an authority which he is intruſted to exerciſe are binding, as where an infant patron preſents. An infant executor duly receives and acquits, pays and adminiſters the aſſets. An infant head of a corporation joins in corporate acts. An infant officer does the duty of an office which he may hold.

3dly. This privilege being given as a ſhield not as a ſword, it never ſhall be turned into an offenſive weapon of fraud or injuſtice. As where tenant for life and infant in remainder join in levying a fine, and the infant reverſes the fine, as to himſelf, for the inheritance for nonage, yet he ſhall be bound by his agreement to the fine and joining in it, not to enter for the forfeiture, and the fine was held good as to the eſtate of tenant for life, and reverſed *quoad* the infant only. 2 *Leon.* 108. *Cro. Eliz.* 124. So it is ſaid that if he give goods and deliver them himſelf, he ſhall not have a writ of treſpaſs; nor an aſſize when he makes livery and ſeiſin himſelf, but if he make livery by letter of attorney it is otherwiſe. *Ibid. et* 26 *H.* 8. *pl.* 2. *Brooks Abr. title covert et infancy. pl.* 1.

Et vid. Zouch and *Parſons.* 3 *Burr.* 1794,

Note

Godb. 219. *Poph.* 152. 9 *Co.* 87. *Keilw.* 19. *Latch.* 151. *Cro. Eliz.* 920. 12 *Co.* 122, 123. (*a*)

By a corporation Vide infra ecclesiastical persons.

A body corporate may by deed give or grant, do or convey together by joint consent, as a single person may do; and so they may convey or charge any of the lands, or give or dispose any of the goods or chattels belonging to their corporation. *Perk.* § 31, 32, 33.

And if any of the members of any such corporation be seised of any land in his own right, and in his natural capacity, he may make a feoffment, grant or lease of, or a charge upon this land, as another man may do, and so he may dispose of his goods and chattels. *Perk.* § 224, 225, 51, 209. *Fitz. Faits and Feoffments* 29. *Godb.* 300.

A corporation may grant their land by bargain and sale. 3 *Leon.* 176.

But generally, neither the head alone, nor any one or more of the members of a corporation aggregate of many alone, as a dean without a chapter, or chapter without the dean, may make a deed of feoffment or other grant of any of the lands belonging to the corporation; but all of them together may make a deed of feoffment or lease of any of the lands belonging to the corporation. *Perk.* § 224, 225. *Fitz. Faits and Feoffments* 29.

A tenant at will copyholder cannot by custom make a lease for life by licence of the lord; and there cannot be any such custom for a lease for life as there is for a lease for years, *Godb.* 236.

By a copyholder.

A lease by tenant in tail of a copyhold that has been demised according to the custom, rendering the accustomed rent, is a lease within the *Stat.* 32. *H.* 8. *Moore* 759. 6 *Co.* 37. *Cro. Jac.* 76, 77.

Copyholders generally pass their copyhold lands by copy of court-roll and not by deed; but if by any special custom of the place a copyholder may make a deed, as in some cases he may make a lease for years, there he that holds this land may by deed grant it as the custom is; for all things are to be done by the copyholder, according to the custom of the place: and he is to do nothing against the custom, nor without warrant of it.

If a copyholder makes such a lease for years as is a forfeiture, yet the lease is good as to the parties, and the lessee may have an *ejectione firmæ* upon it. *Ow.* 18. *Noy* 92. *Jones* 157. *Godb.* 364. *Latch.* 199.

A lease made by a copyholder by licence of the lord, is a good lease; and an ejectment may be brought upon it. *Cro. Eliz* 395.

Any person who has a lawful estate in a manor, be it in fee, in tail, in dower, by the curtesy, for life or years; or as guardian, or tenant by statute, *elegit*, or at will, if a copyhold escheats or comes to their hands during the time they have it, may grant the same, rendering the rent, customs and services; and this will bind the lord who has the in-

Note from this decision it seems that the clause in the statute of fines to make a fine and five years non claim a bar, saving rights of infants was not *ex abundante cautela*, but necessary. This applies also to the clause in the 34 *H.* 8. of will.

(*a*) Vide more on deeds by infants under title *Marriage Settlements*, *et* See *Bac. Abr. Grant* (*a.* 3.) *Com. Dig. Enfant c.* 2, 3. *Co. Litt.* 26, 380. *b.*

heritance

heritance or freehold of the manor; and if a diſſeiſor, or feoffee of a diſſeiſor, or other who has a tortious or defeaſible eſtate or intereſt, ſubject to the action or entry of another, keeps a court, and makes any voluntary grant upon eſcheat or forfeiture of a copyhold, this grant will not bind him that has right, when he has recontinued the manor by action or entry; but admittances of an heir, or upon a ſurrender, are good, if made within the cuſtom. 4 *Co.* 23. *Hob.* 215. *Poph.* 141.

And ſuch a perſon may make a voluntary grant upon an eſcheat, or upon a forfeiture, or otherwiſe, according to the cuſtom of the manor; and this will be good. 4 *Co.* 23.

A perſon born blind, deaf and dumb, is diſabled by law to make a good deed; and therefore ſuch a man's deed is void: But not if he be deaf, dumb or blind, and hath ſo much underſtanding, that he can make his mind known by ſigns. *Perk.* § 23, 24, 25. By one blind deaf and dumb.

A gift or grant by or to a deformed perſon, having human ſhape, or to a leper, or ſuch like perſon, of lands or goods, may be as good as by or to any other perſon whatſoever. *Co. Litt.* 2. By deformed perſon, leper.

And a leper removed by the king's writ from the ſociety of men, may notwithſtanding give or take by deed as another man may do. *Co. Litt.* 2.

And an hermaphrodite, according to the moſt prevailing ſex, may give or grant, have and take by deed, as any man may do. *Co. Litt.* 2. Hermaphrodite.

A perſon who has committed treaſon or felony may give or grant or charge his lands by deed, as another man may do; and ſo he may after he is attainted for the ſame offence by outlawry, verdict or confeſſion; but this ſhall not hinder the forfeiture due to the king or to the lord. By perſons attainted of treaſon or felony.

And in this caſe, ſuch a perſon before or after his attainder may give or grant his goods or chattels by or without deed to relieve himſelf in priſon: And this, for ſo much, as is neceſſary for that purpoſe, will be good and binding to the king and the lord alſo; and for all the reſt, it is good againſt all perſons whatſoever, except the king and the lord. *Co. Litt.* 2, 42, 43. *Perk.* § 26, 27, 28, 29, 182. *Et vide W. Jo.* 217. *Cro. Car.* 172. *Wilſ.* vol. 1. *part* 2 *page* 219.

If an out-lawed perſon, or an heir in ward, makes a deed of feoffment, or other grant of his land, this will be good againſt all men but the king and the lord. *Staun. Prærog.* 40. By outlawed perſons.

A perſon outlawed in any civil action may give, or grant, or charge, have and take lands or goods by deed, as any other man may do; and this will be good againſt him and all others. But this notwithſtanding ſhall not bar or exclude the king or other perſons from the benefit of forfeiture which is given and due to them by the outlawry. And although the king ſeiſes and takes into his hands the profits of his land (as he may) upon the outlawry, yet the perſon outlawed may make what diſpoſal he pleaſes of the land itſelf; and this will bind himſelf and all others, ſave the king, for the profits of the land during the life of the outlawed perſon only; and for his goods and chattels he may diſpoſe of them until the king or his patentee ſeiſes them. *Perk.* § 26, 48. *Owen.* 116. *Co. Litt.* 2.

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By an excommunicate perſon.

An excommunicate perſon may give or grant, or charge his lands or goods, or have and take lands or goods by the gift or grant of another man, as any other perſon whatſoever may do: And ſuch gifts and grants will be good againſt and to the parties that give or take by the deeds, and againſt all others whatſoever.

By a man that is drunk.

A man that is drunk may give or grant, do, have and take by deed, as any other man may do: Or as he himſelf when he is freſh and ſober may do; and his deed will in law be as binding on him, and all others, made at this time, as at any other time. 4 *Co.* 125. *Co. Litt.* 247. *Wing. Max.* 570.

By a man that is of ſane memory.

To the making of a good deed it is requiſite (among other things) that he who makes it, when he does it, has his reaſon and underſtanding: And therefore if a man void of reaſon, and that wants common underſtanding, and that is either born ſo, and has been ſo from his birth,

Ideot.

who is called an *ideot a nativitate*, or one that is born with underſtanding, and becomes accidentally ſo, ſuch as we call a lunatick or mad perſon, be he ſo always, or at certain ſeaſons and by fits, that has (as we ſay) his *lucida intervalla*, if any ſuch perſon, whilſt he is in this caſe, ſhall do any thing by fine or recovery, or enter into a recognizance, &c. this will be good to bind him and all others. And if he makes any deed, and thereby gives or grants, or charges his land, or gives or ſells his goods, this deed will be good and binding to himſelf; for it is a rule in law, *nemo admittendus eſt inhabilitare ſeipſum;* (*a*) but it ſhall not bind his heirs, executors, and ſuch others as ſhould have had the thing given or granted after his death, had not that deed been made; but they may avoid it: So that the law in this is, That all act done by one *non ſane memoriæ* are good againſt himſelf, but voidable by his heirs, executors, and ſuch as are to have his eſtate after his death. And yet if he be ſuch a one as has his *lucida intervalla*, and the deed in queſtion is made by him whilſt he is in that caſe; this is a good deed, and will be binding to him and all others. 4 *Co.* 123. *F. N. B.* 202. *Perk.* § 24. *Hob.* 96. 7 *H.* 4, 5, 22.

Lunatick.

As if a man of ſound mind and good memory makes a feoffment of his land with a letter of attorney, and before livery is made he becomes *paralytick*, and he by ſigns ſhews his mind to be, to have livery made, and ſo it is made; it is ſaid, this is a good feoffment. *Perk.* § 22.

But if a letter of attorney to make livery be made of land by ſuch a man as is of *non ſane memory*, and after he comes to his memory, and then livery of ſeiſin is made by virtue of the letter of attorney, without any other aſſent of the feoffor, and the feoffor dies, in this caſe the heir

(*a*) This rule muſt be underſtood of acts done by the lunatick to the prejudice of others, that he ſhall not be permitted to excuſe himſelf on pretence of lunacy; but not as to acts done by him to the prejudice of himſelf. *Per. Chan. Ridler* v. *Ridler.* 1 *Eq. Ca. Abr.* 279. *Et vid. Show. Parl. Ca.* 150 He may therefore be plaintiff with his committee, in a bill to ſet aſide a conveyance obtained from him previous to the commiſſion, but ſubſequent to the time at which he was thereby found to have been a lunatick. *Ibid. et vid Fits. Nat. Brev.* 466. where it is ſaid that the writ of *dum fuit non compos mentis*, lies for the *non compos* himſelf who alieneth his lands in fee-ſimple or fee-tail for life, or years, if he afterwards be deforced by his alienee or leſſee, notwithſtanding his own alienation or his own leaſe.

may enter upon the feoffee, and avoid the feoffment, but he himſelf in his life-time might not have done it. *Perk.* § 21, 23. *Sed quære et vid. ſupra.* 137. note (*a*)

An alien enemy, that is, one born under another prince in enmity with the king, can neither give nor take by deed amongſt us, for he is to have no benefit of our lands. And one born in another country, under the obedience of another prince in amity with our king, who is amongſt us accounted as an alien amy, but is no denizen or natural ſubject of the king's, ſuch a one may by deed give or grant ſuch a thing as he has a capacity to have and hold amongſt us; and any ſuch thing may be given or granted to him. But ſuch an alien amy is not capable of holding land in fee or for life. (*a*) If therefore any ſuch eſtate be conveyed to him, the king will have it from him. (*b*) *Co. Litt.* 2. *Perk.* 48. By an alien enemy.

And although he be made denizen by the king's letters patent, yet he is then in no better caſe for this; but if he be naturalized by (*c*) act of parliament, then may he give or take lands by deed, as another man may do. And if he (*d*) be a merchant, he may take and enjoy a houſe for this purpoſe ſo long as he uſeth the trade. And although he be no denizen, yet he may have and enjoy goods or chattels: And therefore of ſuch a thing any gift or grant by or to him will be as good as ſuch gifts or grants by or to any other perſon. 7 *Co.* 16, 17. *Co. Litt.* 2, 1. *Dyer* 283. *Godb.* 275. *Perk.* § 48. *Owen.* 45. *Brownl.* 42. *Goldſb.* 29. *Bendl.* 10.

The gift and grants of and to dead perſons in law, ſuch as are monks, friars, canons profeſſed, and the like religious perſons, are utterly void in law: And therefore if *J. S.* be ſeiſed of an acre of land in fee, and By perſons dead in law.

(*a*) But until office found the alien is ſeiſed, and is a good tenant to the præcipe, and, if he be tenant in tail, may ſuffer a comn on recovery and bar the remainders, and on office found afterwards, the king will be *in* in fee-ſimple. *Noy* 137. *Gouldſb.* 29, 102. 4 *Leon.* 84. 1 *Leon.* 47. *Dyer* 283. *b.*

(*b*) An alien may be an adminiſtrator and have adminiſtration of leaſes as well as of perſonal things; becauſe he hath them as executor in another's right, and not to his own uſe. And he may be adminiſtrator as well as a perſon outlawed or attainted may be an executor. *Cro. Car.* 8, 9. *et vid.* 1 *Anderſon* 25 *ca.* 56. *Bendl.* 10 *ca.* 40. adjudged that he may hold leaſes in his own right and make a will of them. *Sed vid. Dyer* 2 *b.* in note *Co. Litt.* 2 *b. et* 7 *Co.* 17. *a.* this confined to a houſe for habitation, for there ſaid that *if it* be of lands, meadows, &c. the king ſhall have it on office found. *Sed quære*; for none of the authorities ſupport this, *et vid. Co Litt.* 2. *b*, 13. ed. note 1, 2, 3, 4, 5, 6, 7, 8, 9. *et vid. Dyer* 2. *b.* in note, alien *amy*, merchant ſhall hold lands extended upon a ſtatute, and upon office found it ſhall not be taken from him in part. 11 *E.* 3. *Roll.* 87. *Hill.* 13. *E.* 3. accord.

(*c*) By 12 and 13 *W.* 3. *c.* 2. naturalized perſons are incapacitated from having any grant of lands or other hereditaments. And by the 1 *Geo.* 1. *ſt.* 2. *c.* 4. *ſ* 2. no bill of naturalization is to be received without a clauſe to this effect. At preſent if a foreigner be naturalized, it is uſual if he be diſtinguiſhed by eminent rank or ſervices, firſt to paſs an act for the repeal of theſe ſtatutes in his favour, and then to paſs an act of naturalization without any exception. *Vide Co Litt.* 129. *a.* 13 ed. note 1.

(*d*) But 32 *H.* 8. *c.* 16. *ſec.* 13. renders void all leaſes to aliens being artificers or handicraftſmen. For the conſtruction of this ſtatute *vide* 1 *Sid.* 309. 1 *Saund.* 7. 2 *Show.* 135. 3 *Mod.* 394. 3 *Salk.* 29.

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he joins with such a person in the grant of a rent out of it; this will be void as to the person disabled, the dead person, and good against *J. S.* only, and it shall be said to be his grant. *Perk.* § 4, 5, 6. *Co. Litt.* 3. *b.* 13 ed.

By a bastard. A bastard, who (by our law) is one that is born of a woman not married to any man, so that his father is not known; such a one, although he can neither be heir to another, nor have a collateral heir to himself, yet after he hath once gotten a name by common reputation, either from him that is suspected to beget him, from his mother, or otherwise he may by that name give and take lands or goods by deed, as any other man whatsoever may do; and such gifts and grants are good. (*c*) *Perk.* § 26, 48, 49. *Co. Litt.* 2. *Noy* 35.

By executors or administrators. One of many executors or administrators may alone, without his companions, by deed or otherwise dispose of the goods and chattels of the deceased, and this shall bind all the rest of them. (*a*) So that if two executors have a term, and one grants all that belongs to him by this all is granted away. Executors or administrators may make any deed of gift or grant of what is under their power in the capacity, as the deceased person himself to whom they are executors or administrators might have done. *Dyer* 23. *b.* *Keilw.* 2. *Godolph.* 134. *Offi.* of *Exéc.* 95. *Roll. Abr* 924. 2 *Roll. Abr.* 46. *Cr. Eliz* 347, 478, 496.

If an administration be granted *durante minore ætate* of *J. S.* to *J.* this *J. D.* in this case, especially if the administration be *ad opus, usum & commodum executoris*, may not assign a term, or an *interesse termini*, but if he be such an administrator, and made so without any restraint or limitation; in this case he may assign such an interest, at the least during the minority of the executor. 6 *Co.* 67. *b.* *Com. Dig.* vol. 3. fol. 581, 382.

By jointenants, tenants in common, or coparceners. One tenant in common, or a coparcener, may by his deed of feoffment pass and convey his part of the land so held to his companion, and this will be good; but one jointenant may not do so, by reason they have joint possession: and therefore a feoffment by one, and to another jointenant, is not good; but by a release, or some other way, the thing is to be done. (*b*) And coparceners may both enfeoff and release one to another. *Fitz. feof. et fait* 26. *Perk.* § 197. *Owen* 102. *E.* 43.

And if one jointenant covenants to stand seised of the moiety of his companion after his death, to the use of, &c. no use will arise by this

(*c*) *T.* had issue by one *J.* before marriage, *A.* and afterwards married *J.* and made a feoffment in fee, and took back an estate to himself for life, remainder to *A.* daughter of the said *T.* and *J* and agreed that this was a good remainder, without any averment that she was known to be their daughter. So observe the difference between a descent and a purchase. 41 *E.* 3. 19. *a.* 6 *Rep.* 65.

(*a*) If both executors join in the sale of the goods, &c. of the testator, they shall be both chargeable, though one of them only received the money; for there was no necessity for their joining. 2 *Vern.* 570. 1 *Salk.* 318. 3 *Atk.* 584. *Freeman* 35, 56, 37, 38.

(*b*) But the feoffment will enure as a confirmation or release. 22 *H.* 6. 43. *Owen* 106. *Vent.* 78. *Sid.* 452. *Raym.* 187. 4 *Mod.* 151. 8 *Mod.* 200. and the construction of law would have been the same had it been by fine, bargain, and sale, &c. *Cro. Jac.* 696.

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for it is but a bare poſſibility. (c) *Noy* 14. *Dyer* 150. 20 *H.* 7. 26. and *Moore* 776.

And jointenants, tenants in common, and coparceners in fee-ſimple, may make what eſtate they pleaſe therein of their part to a ſtranger, to bind them and their companion alſo. *F. N. B.* 62. *Perk.* § 220. *Co. Litt.* 185. *a.* *Bro. Tit. Grant.* 154. *Bac. Abr. vol.* 3. *pl.* 208 *Poph.* 96. 2 *Vern.* 323 3 *Bulſt.* 131.

And one jointenant may make a leaſe for years of his moiety to his companion, as well as tenants in common and coparceners may do; for ſuch leaſe is but a contract giving his companion a right to take the whole profits *Owen* 102, 103. *F. N. B.* 62. *Co. Litt.* 186. *a.* *Cro. Jac.* 83, 611. *Mo. pl.* 194 2 *Leon.* 159

And one jointenant may make a leaſe for years, to commence *in præſenti* or *in futuro* of his part; as if two jointenants be for life, and one of them makes a leaſe to begin after his death, and dies; this is a good leaſe, and will bind his companion. *Noy.* 158. 3 *Bulſt.* 131, 132. *Co. Litt.* 185. *a.* 318. *Bro Tit. Grant* 154. *Poph.* 96. *Cro Jac.* 91. 2 *Vern.* 323. *Bridgm.* 43. *Gouldſb* 187.

If *A.* and *B.* be jointenants for life, and *A.* agrees with *J. S.* that he ſhall have the moiety of the land from the death of *B.* for ſixty years, if *A.* ſo long live; and then grants the other moiety to *J. S.* from the death of *A.* for ſixty years, if *B* lives ſo long: And *A.* ſurvives *B.* in this caſe the leaſe will be good againſt *A.* for the one, but not for the other moiety; for a jointenant may make a leaſe for years of his own part, to begin after the death of his companion, but not of his companion's part, although he happen to ſurvive him, for that is but a poſſibility. *Cro. Jac.* 91. *Noy.* 14, 158. *Mo. pl.* 1074.

If father and ſon be jointenants for one hundred years, and the ſon makes a leaſe of his father for fifteen years, to begin, &c. by this the ſon is concluded to claim all or part of the term by ſurvivorſhip. 2 *Leon.* 159.

If two jointenants be ſeiſed of an eſtate in fee-ſimple, and one of them grants a rent-charge to a ſtranger out of his part; this grant will be good during his life, but after his death the ſurvivor may avoid it; for he claims from the firſt feoffor and not from his companion. *Co. Litt.* 184. *b.* *Litt.* ſec. 286

So if he charge the land with common of paſture, turbary, eſtovers, or with a corrody, or with a way over land, or the like. *Co. Litt.* 185.

If two jointenants be in fee, and one grants a rent-charge in fee, and after releaſes to the other; now the grant of the rent is good, and the other jointenants ſhall hold it charged. *Co. Litt.* 185. *a.*

If one jointenant only makes a leaſe for years, this will be good. And yet if two jointenants be, and one of them grants to *J. S.* that if he pays him 20*l.* at *Michaelmas*, he ſhall have his moiety, and he dies before *Michaelmas*, and after the money is paid; in this caſe he ſhall not

(c) But a jointenant may leaſe to begin after his own death, or that of his companion. *Noy.* 14.

have

have the land, for the condition here is to precede the eſtate. *Bridgm.* 43. *Co. Litt.* 184, 185.

A. and *B.* a woman are jointenants for life, the woman takes a huſband, the huſband and wife by indenture leaſe their moiety for years, rendering rent; this leaſe may not be avoided by the other jointenant; but it may be avoided by the wife if ſhe overlives the huſband; but againſt the jointenant it will remain good after the death of the wife. *Bridgm.* 42—45. 3 *Bulſt.* 271—273. *Cro. Jac.* 417.

If two jointenants be of a plow-land, and one of them grants to a ſtranger common of paſture for beaſts without number out of and upon the land ſo held; this is not good to bind his companion after his death, but it will bind him whilſt he lives. *Perk.* § 103.

If two jointenants be for lives, and one of them leaſes his part, rendering rent, and dies; in this caſe the term ſhall continue againſt the ſurvivor, but the rent is gone. (*a*) *Dyer* 187. 3 *Bulſt.* 133.

If one of two jointenants makes a deed of feoffment of all the land, this will be good for a moiety againſt his companion and all others. And if he makes it for all the land, it will be good againſt himſelf, and againſt all others but his companion for his part alſo. *Perk.* § 220.

If two jointenants be for life, and one of them makes a leaſe for years, if he and his companion live ſo long, and the other ſurrenders his eſtate, and then takes a new eſtate from him in reverſion, and the leſſor dies; by this the leaſe is determined and ſhall not bind the ſurvivor. 3 *Bulſt.* 134. *Cro. Jac.* 137. *Rol. Rep.* 309. *Roll. Abr.* 131.

If land be given to two, and the ſurvivor of them, neither of them alone whilſt they be both alive can charge or give this remainder. (*b*) *Whitlock's caſe, M.* 3. *Jac. B. R.*

If two jointenants be for life, and one of them makes a leaſe for ſixty years, if he and his companion live ſo long; after he ſurrenders his moiety, and takes back an eſtate, and dies: reſolved in this caſe, firſt, exclusive of the ſurrenders, the leaſe will determine by the death either of him or of his companion, and will not be good whilſt his companion lives; and it is all one where the limitation is upon the lives of the leſſor or of ſtrangers; ſecondly, there being a ſurrender, it is determined by the death of him that made it; for it continues no longer than the jointure continues. *Cro. Jac.* 377. *Roll. Rep.* 309. 3 *Bulſt.* 130.

If *A.* and *B.* be jointenants in fee-ſimple, and *A.* makes a leaſe to a ſtranger for ninety-nine years, and then *B.* ſurrenders, or ſues out and make partition, if *A.* ſurvives, the leſſee ſhall retain. But by the death

(*a*) But *quære* if the executors or adminiſtrators cannot maintain an action of debt or covenant, either upon the covenant in law, or expreſs covenant, for payment of the rent, if there be any. *Bac. Abr. Vol.* 3. 208. in note.

(*b*) By joining in a fine or coming in as vouchee in a recovery, either of them may paſs a good title to a purchaſer by way of eſtoppel. *Vick* v. *Edwards.* 3 *P. Will.* 372. *Moore* 554. *Pl.* 750. 2. *Cro.* 592. *Pollex.* 54.

of *A.* the leaſe will be void, for the leſſee has but a poſſibility to have it for the life of *B.* which is deſtroyed by the ſeverance of the jointure. (*c*) *Noy* 157, 158.

If two jointenants be of a term, and one grants parcel of it to a ſtranger, by this the jointure of the whole is ſevered. *Cro. Eliz.* 133. *Bac. Abr.* vol. 3. 209.

If two jointenants be of a reverſion, and one of them grants the whole; this will be void for a moiety.

If two jointenants join in a leaſe to two ſtrangers, and after they make partition, and then one of them dies, yet the term remains good for the whole. *Noy.* 157, 158.

If there be two jointenants, and one of them makes a leaſe of the whole land at one time, and the other makes a leaſe of the whole land at another time of the ſame day, the moiety of each jointenant will only paſs for each of them as they are ſeiſed *per my et per tout*, may make a leaſe of the whole, although his moiety will only paſs, and they will be ſeveral terms as they ariſe from the ſeveral intereſts of ſeveral perſons, though they are the ſame in point of duration. 1 *Wilſ.* 1, 2

M. M. and *E. W.* being jointenants for life, *M. M.* grants the moiety of the land which ſhe holds in jointure with *E.* for ſixty years after the death of *E.* if ſhe the ſaid *M.* ſhall ſo long live; and then grants the other moiety from and after the death of *M.* for ſixty years, if the ſaid *E.* ſhall ſo long live. *E. W.* ſurvived *M. M.* In this caſe *M.* dying before *E.* the leaſe is not good for any part; but if *M.* had ſurvived *E.* it had been good for her part, but could in no caſe be good for *E.*'s part; for ſhe had no power to let or charge that, or to contract for it. *Cro. Jac.* 91.

If two jointenants be for life, and one of them by aſſent of him in reverſion occupies the land alone, and takes the profits to his own uſe; this will amount to a leaſe at will, which one jointenant may make to his companion; but if one of them ſay, I will not occupy it, this is no leaſe to the other. *Cro. Eliz.* 314.

If a feme covert and another be jointenants for years, and the huſband grants a rent common, &c. out of the land, and dies, and the wife ſurvives; this grant is void, and ſhe ſhall hold it diſcharged. (*a*) *Plow.* 418. *Co. Litt.* 184. *b.* 351. *a.* 1 *Vern.* 396.

(*c*) It would have been all one in this caſe, whether *A.* or *B.* had deſtroyed the jointure; for the leſſee ſhall not have it abſolutely during the two lives but upon the contingency and poſſibility that the jointure continues, therefore that being deſtroyed by either, the leaſe falls with it. *Noy* 158. And note the diſtinction between the principal caſe, and that of two joint tenants joining in a leaſe for years to two, and then making partition, and one of them dying. For here the term ſhall nevertheleſs continue.

(*a*) For ſhe is remitted to the term, which the coverture does not deveſt out of her, and therefore all intermediate charges or grants thereout by the huſband, determine with his death; for the title of the wife to ſuch term, has relation to the time of the intermarriage, and ſo is paramount to all collateral charges or grants made by the huſband. 2 *Bac. Abr.* 287. *contra* if the huſband grant the herbage or veſture of the land; for this will be good after his death, for that is part of the land and not collateral to it. *Ibid.* and the title of the other jointenant ſurviving, will ſtand upon the ſame principles.

Jointenants may give their parts one to another by releaſe, and ſuch releaſe may be without the word *heirs* in the deed. *Co. Litt.* 193.

All the jointenants together may grant or charge their land by deed how and in what manner they pleaſe; and they may all together agree and make partition by deed. And if it be of a leaſe for years only, they may do it without deed. (*b*) *Co. Litt.* 186, 187, 169, *a.* *Roll. Abr.* 255.

Two jointenants under age make a feoffment, and one of them dies; here the ſurvivor may have the land, and by entry ſhall avoid the feoffment, for the right ſurvives. *Litt.* § 633, 634. *Co. Litt.* 336.

Huſband and wife are jointenants for ninety-nine years, and the huſband alone by his deed makes a leaſe for ſeventy years, to begin after his death, this is good; for a jointenant for years may grant away his moiety, to commence after his own or after his companion's death. *Moore* 395.

A leaſe is made of lands to two, *habendum* to them *ad terminum vitæ eorum conjunctim, et alterius diutius viventis, ac aſſignatis ſuis qui primus eorum decedere contingat durante vita ejus qui ſuperſtes et non aliter.* *Quære* if by reaſon of the word *conjunctim* they can make partition. It ſeems not. And *quære* if he who firſt dies may aſſign his moiety or the moiety during the life of his companion? It ſeems that he who ſurvives ſhall have the entirety if no ſeverance be made in the life of his companion. *Dyer* 46. *a.*

If huſband and wife and a third perſon be jointenants, and the third perſon releaſe to the huſband and wife, this is good, and gives all the eſtate of the third perſon to the huſband; or may releaſe to the wife alone, and that would give all the eſtate to the wife alone. *Co. Lit.* 185.

Tenants in common.

Two tenants in common make a leaſe for years, rendering rent, this will be good; and if either of them dies, the executor of him that is dead, and the ſurvivor, may ſue for the rent together or aſunder, as they pleaſe. (*c*) *Godb. caſe* 404.

A tenant

(*b*) *Contra*, ſince the ſtatutes of frauds and Perjuries.

(*c*) *Sed nota* it is ſaid in the caſe here referred to, that it would have been otherwiſe had the leaſe been for life; for then they muſt have ſevered. But *quære* of this diſtinction; for the tenants in common themſelves might alſo have brought an action of debt for the rent, that being a perſonal action and which does not touch the title or inheritance but only the profits, and of all actions of this nature they are jointenants. *Ex. gratia.* Actions of treſpaſs upon their land; debt or avowry for *damage feaſant*; actions on the caſe for ploughing up their common or for nuiſance on their land. Diverting an ancient water courſe, &c. But all actions which touch their title follow the nature of that as incident thereto, and therefore that being in common, ſo muſt their actions be thereupon; and conſequently in them they muſt ſever. As in aſſize for rent on leaſes for life or in tail. Action for forging falſe deeds, ſlandering their title, aſſize of nuſance, &c. So on action of waſte on a leaſe for years or life made by them; for this being a mixt action and favouring of the realty, that being the more worthy draws over the perſonalty with it. *Vide Co. Litt.* 198. *a.* 1 *Mod.* 102. *Cro. Jac.* 231. 1 *Sid.* 49. *W. Jones* 142. *Yelv.* 161. 1 *L. Raym.* 341. *Litt.* ſec. 314. 316. 3 *Keb.* 133—

A tenant in common may make any diſpoſal of his own part at is pleaſure, and another tenant in common joined with him cannot y any deed he can make to a ſtranger prejudice him therein, as he ay in the taking up the profits of the land. *Co. Litt.* 197. *Roll. br.* 877.

If two tenants in common join in a gift in tail or leaſe for life, reſerv- ng 20*s.* rent to them and theſr heirs, they ſhall have but one 20*s.* for hey ſhall have no more than they reſerved.

But if two tenants in common join together in the grant of a rent- harge of 20*s.* out of their land, this is good, and ſhall be and enure as wo ſeveral grants of 20*s.* for every man's grant ſhall be taken moſt ſtrong gainſt himſelf. 5 *Co.* 7. *b.* *Co. Litt.* 196, 197.

They may make a feoffment, and give livery of ſeiſin of the land one another, for their eſtates are ſeveral, and there is no privity between hem, or make leaſes one to another of the land which they hold common. (*a*) *Bro. feof. de terre.* *Pl.* 45. *et* 2 *Wilſ.* 232. *Show.* 42. *Cro. Jac.* 83. 166. *Comb.* 2. 190. 1 *Brownl* 39. 134. *Co. itt.* 200.

One coparcener may make a feoffment and livery of ſeiſin of his part Coparceners. f the land to his companion, or he may make a leaſe to him, or he may leaſe to him. *Co. Litt. Perk.* § 193. *Quære.*

If there be two coparceners of a houſe, and one of them enters gene- ly, and makes a leaſe for life by the name of *all that his houſe, &c.* e whole houſe paſſes; for by his livery made, he gained the en- y and gave the entirety, although by his general entry it is not ended that he entered into more than to what he had right. (*b*) *Cro.* 615.

A wife

5—179. 2 *Mod.* 65. But there is an exception to the latter rule as to ac- ns that affect the title where the thing is entire, as where two tenants in mmon are of an advowſon, and a ſtranger uſurps ſo as the right is turned an action; for if they bring a *quare impedit*, which concerns the reality, d the ſix months paſs and the one dies, the writ ſhall not abate but the rvivor ſhall recover. And the reaſon is, that there would otherwiſe be no medy to redreſs this wrong, and the preſentation is entire. *Co. Litt.* . *a.*

(*a*) If two tenants in common join in a leaſe for years to bring an ejectment, d count upon a joint leaſe, *quod dimiſſiſſent*, it is bad; for it is a ſeveral ſe of their moieties, and they ought to declare that one of them demiſed e moiety, and the other another moiety. 1 *Brownl.* 39, 40. 134. *Cro.* c. 166. *Show.* 342. 1 *Mod.* 102. *Cro. Jac.* 83. 1 *Roll. Abr.* 877. 2 *id.* 232. But if the declaration be upon two ſeveral demiſes with a ſingle *tendum*, that will be good *reddendo ſingula ſingulis*. As "*habendum te- menta prædicta.*" ſo demiſed by the aforeſaid ſeveral parties for ſeven rs, and that the defendant entered into all the aforeſaid tenements *et ſum* (the plaintiff) a *firma ſua prædicta* in the ſingular number, *ejecit, patiat, et amovit.* *Carth.* 224. *S. C.* 1 *Show.* 342. *Comb.* 190. 2 *Vent.* 4. The proper way in ſuch caſe is for the tenants in common to join in a ſe, and then the leſſee to make a ſecond leaſe, upon which the leſſee de- lares generally, and thereupon the whole matter comes out in evidence. *Jac.* 83.

(*b*) It is a general rule of law that the poſſeſſion of one tenant in common the poſſeſſion of both, and the bare poſſeſſion of rents and profits is no ouſ- r, nor is a refuſal of him in poſſeſſion to pay the other his ſhare of itſelf an uſter, withot denying his title. But ouſter or actual ouſter does not mean

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A wife is leſſee for life, the revérſion to two coparceners, and ſhe and one of the coparceners make a leaſe for years of the whole, rendering 10*l.* a year rent to the woman for her life, and after 10*l.* to the coparcener; in this caſe, it ſeems, if the tenant for life dies, the leaſe is good but for a moiety of the parcener that doth let, but the rent remains for all. *Cro. Eliz.* 284, 285.

If two coparceners be of an advowſon, and the one preſents, and then ſhe grants the next preſentation, this may be good; but it muſt be underſtood the next ſhe has to grant, for the very next her companion will have. *Dyer* 35.

If one coparcener of a ſeigniory grants her part to a ſtranger, it is good. *Perk.* § 73.

If two coparceners have twenty acres of land of equal value between them, in tail, and they have been uſually let, and they make partition ſo as each of them has ten acres; in this caſe they make leaſes of their ſeveral parts, reſerving half the rent, within the ſtatute of 32 *H.* 8. *Co.* 5. *Co. Litt.* 44.

If a coparcener be married, and for equality of partition the huſband and wife grant a rent to the feme covert out of the part of the wife; this being equal ſhall bind the wife for ever, and neither ſhe nor her heirs ſhall avoid it. *Litt. ſec.* 257. *Co. Litt.* 171. *a.* 8 *Co.* 101. 11 *Aſſ.* 23.

If two coparceners make a leaſe, reſerving rent, they ſhall have the rent in common, as they have the reverſion. *Com. Dig. vol.* 1. 445. *Co. Litt.* 164.

If coparceners have an advowſon, they may grant it away; or they may grant the next avoidance, or they may preſent by turns. *Co. Litt.* 164.

By a diſſeiſor or diſſeiſee.

A diſſeiſor cannot make a feoffment to the diſſeiſee of the land whereof the diſſeiſin is, for when livery is made, the diſſeiſee will be remitted. A releaſe of a diſſeiſor, if it be by deed, will be good But if the diſſeiſee grant all his right to a ſtranger, ſuch a grant is void. For a right ſhall not paſs by way of grant if not by extinguiſhment. *Perk.* § 85, 86. 156. 197. 222. *Co. Litt* 49. *b.*

And yet if the diſſeiſor makes a deed of feoffment, or other grant of the land, whereof the diſſeiſin is, to a ſtranger; this will be good against all but the diſſeiſee himſelf.

If a ſtranger enters in the name of him that is diſſeiſed, and by his commandment makes a feoffment in the name of the diſſeiſee, and by his conſent; and the diſſeiſee gives warrant of attorney for him to enter and make livery for him, and he does ſo; this is good, and ſhall bind him. *Perk.* § 157.

If a diſſeiſor makes a charter of feoffment to *A.* with a letter of attorney, and before livery the diſſeiſee confirms the eſtate of *A.* or confirms

an act accompanied by real force, as a turning out head and ſhoulders. A man may come in by a rightful poſſeſſion and yet hold over adverſely without a title; if he does, ſuch holding over, under circumſtances will, in the caſe of a tenant in common, be equivalent to an actual ouſter. An uninterrupted poſſeſſion of near 40 years was held to be proper evidence to be left to a jury, and ſufficient to warrant them in finding an actual ouſter. *Cowper* 217—220, *et vide* 2 *Salk.* 423. 5 *Burr.* 2064. 2 *Black. Rep.* 690. 12 *Mod.* 658, 659. 1 *L. Raym.* 310.

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the deed to *A.* this is clearly void as to *A.* though livery be made afterwards. *Co. Litt.* 301.

If the heir apparent of the diſſeiſee diſſeiſe the diſſeiſor, and grant a rent-charge, and then the diſſeiſee dies; in this caſe the grantor will hold it diſcharged. So if the father diſſeiſe the grandfather, and grant a rent-charge, and dies; if the grandfather dies, the ſon will avoid it, for he is remitted, and thereby the eſtate which he had at the time of the grant utterly defeated. *Co. Litt.* 349.

If the leſſor diſſeiſe his tenant for life, and dies ſeiſed, his heir will be in of the fee by wrong, but the right remains ſtill in the leſſee, yet if the leſſor in this caſe grants the reverſion, this grant is void; for here is no reverſion to grant. *Hob.* 323.

If a diſſeiſor enfeoffs a ſtranger by deed, and ſays it is with the aſſent of the diſſeiſee, and it is ſo; yet this is not good; for the diſſeiſee cannot depart with his right but by deed, and by way of extinguiſhment: but if the diſſeiſee ſhall enter, and then he and the diſſeiſor ſhall join in a feoffment by deed with words of confirmation, then it ſhall be ſaid to be the feoffment off the diſſeiſee, and the confirmation of the diſſeiſor. And if they join in ſuch a deed before the entry of the diſſeiſee, and the diſſeiſor makes livery, it ſhall be the feoffment of the diſſeiſor, and confirmation of the diſſeiſee. *Perk.* § 157.

If a diſſeiſee makes a leaſe for years, and delivers it as an eſcrow to a ſtranger, commanding him to enter into the land, and then to deliver it as his deed, who does it ſo; this is a good leaſe; for it is not his leaſe till the ſecond delivery, at which time he has good right and power to let it. *Cro. Eliz.* 446, 447. 3 *Co.* 35 (*a*) 3 *Bac. Abr.* 400.

A diſſeiſee may not make a leaſe of the land whereof the diſſeiſin is, until he has made his entry, and recovered the poſſeſſion of the land again. *Plow.* 133.

And therefore if one be diſſeiſed of his land, and before his entry or recovery of the land he grants or gives the ſame, or his right therein, to a ſtranger; or grants a rent-charge out of it to a ſtranger; theſe grants are void; but by a fine or releaſe he may make a bar or extinguiſhment. *Cro. Car.* 110. *Perk.* § 66. 3 *Bac. Abr.* 400.

By leſſor or leſſee.

The leſſor cannot make a feoffment to his leſſee for life, years, or at will; for one may not give a poſſeſſion to one that has it before; and yet ſuch a feoffment may enure as a confirmation. *Fitz. faits and feoffments* 26. *Perk.* § 197.

But the leſſor and leſſee joining together may make what eſtate they will of the land. 10 *Co.* 49 *b.*

If a leſſee for life or years makes a leaſe for longer time than he has, as if a leſſee for years makes a leaſe for life, the leaſe is good for ſo long time as the leſſor has it; therefore ſuch leaſe

(*a*) But where the leſſor reſiding in the county of *Lincoln*, and being out of poſſeſſion of lands in *Middleſex*, made a leaſe of them, and being in the former county, delivered a letter of attorney to a ſtranger to deliver the leaſe upon the land, and the attorney entered upon the land and delivered the ſame accordingly. It was held to be a void leaſe, being delivered in the county of *Lincoln* when the leſſor had nothing in the land. *Cro. Eliz.* 483.

for life will be good for the life, if the term of years laſt ſo long; but if the leſſee for life gives livery upon it, (as he muſt to make it a good eſtate for life,) it will be dangerous to him; for hereby he will commit a forfeiture. (*b*) *Plow.* 524. *Com. Dig. title ſeiſin, F.* 1. 1 *Co.* 76.

Leſſee for years can not grant or charge the freehold longer than for his own time. *Cro. Jac.* 142. *ergo* he cannot give ſeiſin of a rent. *Ibid.*

By one who is not the owner.

Where one grants that which is none of his own, if he afterwards purchaſes the thing granted, and the grant be by deed indented, it may be good againſt him by way of eſtoppel. (*c*) *Co.* 77. *Co. Litt.* 47. *b.* *Plowd. Comm.* 434.

If one makes a feoffment of another's land, (which is diſſeiſin) it is good againſt all perſons but the diſſeiſee.

If four join in a feoffment of land, and three of them have nothing in the land, it ſhall be taken to be the feoffment of the fourth that hath all the eſtate, and be a good feoffment. *Bro. feoffment* 4.

And this is generally true in ſuch like caſes as theſe, that one that has neither right to, nor a poſſeſſion of land, may not give, grant or charge it; nor can a man lay charge upon that land to which a man has only a right, as before mentioned.

And yet one may grant a rent or common that he has right to, although a ſtranger takes the rent or uſes the common, for he is not thereby out of poſſeſſion. *Perk.* § 98.

Second grant of the ſame thing.

If one grants the ſame thing twice, the ſecond grant will be void; as if one grants the next preſentation to a church after the death of the preſent incumbent, and then after this grants the ſame to another, the ſecond grant is void. *Co. Litt.* 378. *b.*

So if one makes a leaſe of land for ten years to one, and then makes a leaſe of the ſame ten years to another. But a man ſeiſed of a manor, after he hath demiſed ten acres of the demeſne for ten years, may grant the whole manor for twenty years, and it will be good for the overplus preſently, and for the whole manor for the laſt ten years. (*a*) So where the ſecond leaſe is to begin after the end of the firſt leaſe. *Perk.* § 102. *Dyer* 35, *a.* in note 350. *Co. Litt.* 378. *b.*

If one grants me common of paſture without number in his ground, and after makes the like grant to another; this ſecond grant, although it be good againſt the grantor, yet it is not good as to me. *Dyer* 35, 350.

As if one by word gives me his horſe, and then grants him by deed, this is void.

(*b*) If tenant at will makes a leaſe for years, and the leſſee enters, he is only the diſſeiſor; and a releaſe or confirmation to the tenant at will afterwards is void becauſe the privity is determined. *Cro. Eliz.* 830.

(*c*) But if *A.* leſſee for the life of *B.* make a leaſe for years by deed indented, and after purchaſes the reverſion in fee; *B.* dies, *A.* ſhall nevertheleſs avoid his own leaſe, for he may confeſs and avoid the leaſe which took effect in point of intereſt, and determined by the death of *B.* *Co. Litt.* 47.

(*a*) But as to the part in leaſe, it is but a leaſe for the laſt ten years, although the firſt leſſee ſurrenders; for the leſſor had no power to contract for the firſt ten years at the beginning, but it would have been otherwiſe if the firſt leaſe had been for life, for that a leaſe for life is determinable upon an uncertainty. *Cro. Eliz.* 160. *Plowd. Com.* 432.

And

And yet if one makes a leaſe for years, rendering rent, and after makes a leaſe of the ſame years by deed-poll to a ſtranger, to begin during the firſt term: This will be a good grant of the reverſion ſo long, and the rent in this caſe on attornment of the tenant, will paſs. *Plowd.* 432. But if the party uſe it as a leaſe, or there be no attornment, the ſecond leaſe will be void whether it be by deed or otherwiſe. *Ibid.* 453. 3 *Bac. Abr.* 439.

If a reverſion be granted to one for life, and after again for years to the ſame perſon, and the tenant attorns to both grants at once, by this both grants are void. So if one grants his ſeigniory to the biſhop of *London* and his heirs by one deed, and grants it by another deed to him and his ſucceſſors, and the tenant attorn to both together; in this caſe they are both void for incertainty. *Co. Litt.* 310. *b.*

If one makes a leaſe to *A.* for eighty years, if he live ſo long, rendering rent, and after he makes a leaſe to *B.* for eighty years, *by indenture*, to begin preſently, or grant the reverſion to begin at a day paſt, or the like: in theſe caſes if the firſt leſſee attorn, the rent will paſs, and if not, yet it will be a good leaſe of the land for ſo many years as ſhall be to come after the firſt leaſe is ended; but if the ſecond leaſe be by word without deed, then the reverſion as a reverſion cannot paſs. (*b*) *Co.* 155. *Plowd.* 433.

The ſtatute of 1 *R.* 3. gave authority to *ceſtuique uſe* to make a grant, leaſe or feoffment; and by this was intended, that they ſhould make ſuch eſtate as they might lawfully make, and not a diſcontinuance; and therefore if *ceſtuique uſe* for life, where the remainder was over in tail, had made a leaſe *pur auter vie*, and died, the leſſee had been but tenant at ſufferance. *Dyer* 57. *b.*

If one has a reverſion after an eſtate for life in land, and he grants a rent iſſuing out of this land; in this caſe the grant will be good, and it will charge the land after the tenant for life is dead. By one out of poſſeſſion for the preſent.

If one makes a leaſe of land to *B.* to begin two years after, and before the two years ended, whilſt the leſſor is in poſſeſſion and before the entry of *B.* he grants this away to another; this is a good grant. *Cro. Eliz.* 127. *Perk.* 91.

(*b*) But now the neceſſity of attornments in ſuch caſes is taken away by the ſtatutes of 4 and 5 *Anne*, *c.* 16. and 11 *Geo.* 2. *c.* 19. the former of which ſtatutes enacts, "That all grants and conveyances of any manors or rents, or of the reverſion or remainder of any meſſuages or lands, ſhall be good without attornment of the tenants: Provided that no ſuch tenant ſhall be damaged by payment of rent, to any ſuch grantor or conuſor, or by breach of any condition for non payment of rent, before notice given of ſuch grant by the conuſee or grantee, and the latter of which enacts that the attornments of tenants to ſtrangers, claiming title to the eſtate of their landlords, ſhall be abſolutely null and void to all intents and purpoſes whatſoever, and that the poſſeſſion of their reſpective landlord or landlords, leſſor or leſſors, ſhould not be deemed or conſtrued to be any wiſe changed, altered or affected by any ſuch attornment or attornments. Provided that nothing therein contained ſhould extend to vacate or affect any attornment made purſuant to and in conſequence of ſome judgment at law, or decree, or order of a court of equity, or made with the privity and conſent of the landlord or landlords, leſſor or leſſors, or to any mortgagee, after the mortgage is become forfeited. *Et vid. Moſs* v. *Gallimore*, *Dougl.* 279,—283. where it is ſaid by Lord *Mansfield*, *Aſhurſt*, and *Buller*, that the ſtatute of Queen *Anne* has rendered attornment unneceſſary *in all caſes*.

If one makes a leaſe for years of his land to *A.* and afterwards make a feoffment of it to *B.* this feoffment is good to paſs the reverſion. *Moore* 11.

By one before entry or ſeiſin.

If the father dies, and the ſon makes a leaſe of the land deſcended to him to a ſtranger before his entry, this leaſe will be good; but if a ſtranger enters and abates into the land before him, *contra:* And yet if a leaſe be made to me for years, in this caſe I may make a leaſe for part of the term, or an aſſignment of all the term, before I have made any entry upon the land. *Plow.* 137, 142. *Co. Litt.* 46. *Perk.* § 91,

If leſſee for years, after his term expires, takes a new leaſe for years of a ſtranger, rendering rent, and pays it, yet he remains tenant at ſufferance to the firſt leſſor; and therefore he may leaſe it to another before any entry by him, for it is not out of his poſſeſſion. *Noy Rep.* 120.

So if a rent be granted to me, and I grant it over to a ſtranger before I have a ſeiſin of it, this is a good grant. *Perk.* § 91.

A woman that has recovered her thirds in dower can make no leaſe of it before ſhe has the poſſeſſion by execution.

By an heir.

If one be ſeiſed of land in fee, and he and his ſon and heir-apparent join in a leaſe of his land, to begin after his death, rendering a rent to his ſon, and then he dies, and leaves this ſon his heir; in this caſe the leaſe will be good, but the reſervation of the rent will be void, not being reſerved to him as heir of the leſſor, by that name expreſsly, that being the only word of privity in law, requiſite in the reſervation of rents and conditions. *Hob.* 130, 151.

By one that has but a right or title of entry, &c.

One that has but a right or title, or action to lands or goods, properly cannot give or grant, and ſo transfer this to a third perſon, but it may be releaſed to him that hath the poſſeſſion of the thing; nor can ſuch a thing be charged with a rent, &c. *Co. Litt.* 214, 265, 266. *Perk.* 65. 8 *Co* 95. *b.*

But in ſuch a caſe as this a man may by fine, or other matter of record, or deed indented, by way of eſtoppel, be bound and concluded. *Perk.* § 65, 66, 85. *Moore* 554. *pl.* 750. *Pollexf.* 54. 2 *P. Will.* 182, 187.

As if one grants a reverſion by fine executory of land that he has nothing in, and he after purchaſes this reverſion; this grant may be good, and the grantee ſhall enjoy it. But if two men join in a deed to grant a reverſion of land, and one of them has nothing in it, and the other has all; in this caſe it will be ſaid to be his grant that had it alone; but by fine it is otherwiſe *Perk.* § 66.

If one grants or charges land that is not in his poſſeſſion, and he has only a right to what he grants or charges, this grant will not be good; as if a man be diſſeiſed of his land, and before he has entered or recovered the land, he grants or gives it, or his right in it, to a ſtranger; or grants a rent-charge out of the land to a ſtranger; theſe grants are not good unleſs they be ſo made that they may work by way of eſtoppel. *Co. Litt.* 214. *Perk.* § 65, 86. (*a*)

If

(*a*) A future contingent or executory intereſt in lands of inheritance by way of remainder or otherwiſe, may, at law, before it vells, be paſſed by fine

If one has a term of years in his land, and by his will deviſes it to *J. S.* for his life, and after to me for the reſidue of the years; or if one gives to *J. S.* his term, if he lives ſo long as the term ſhall laſt, and if he dies before the term ends the remainder to me; in theſe caſes ſo long as *J. S.* lives, I may not grant this poſſibility away to another. So if a leaſe be made to me and my wife, the remainder to the ſurvivor of us; this remainder is not to be granted away. 4 *Co.* 66. 5 *Co.* 24. 10 *Co.* 51. *Dyer* 244. (*b*)

A deviſee enters into a term deviſed to him, without conſent of the executor, and after grants his right and intereſt to the executor; this is a good grant. (*c*) *Owen* 56.

If there be lord and tenant, and the tenant leaſes the tenancy to the lord for life; in this caſe the lord, although his ſeigniory be in ſuſpence, may grant it to a ſtranger. *Perk.* § 88.

If *A.* makes a feoffment in fee, on condition that if he pays 20*l.* he ſhall have the land again, and before the time of payment he grants a rent-charge out of the land; this is void, for he has but a poſſibility of the land. (*a*) *Co.* 147. 10 *Co.* 48, 49.

If I have four houſes in execution upon a ſtatute, and by courſe of time it will endure thirteen years, and after two of the houſes are evicted by *elegit* for fifteen years; I may in this caſe aſſign this intereſt, and it will be good. 4 *Co.* 66. 5 *Co.* 24. 10 *Co.* 51. *Dyer* 244.

If a man ſells me goods, and I leave them in his poſſeſſion, and a ſtranger takes them from him, and I grant or ſell them to the ſtranger, this is good. *Perk.* § 92.

fine by way of eſtoppel, ſo as to bar the intereſt, when it ſhall accrue by the contingency happening. *Moore* 554. *pl.* 750 *Pollexf.* 54. 3 *P. Will.* 372. *Bro. Fines. pl.* 109. Sir *W. Jones* 495. *Hutton* 60. *Moore* 634. And an aſſignment of a contingent intereſt, even in lands of inheritance. for valuable conſideration may be carried into execution by the court of Chancery, upon the ground of its being ſuch a contract or agreement as the court may think fit to decree a ſpecific performance of. Thus that court eſtabliſhed an agreement by one on the marriage of his daughter, to ſettle one third part of all ſuch real eſtate as ſhould deſcend to him on the death of his father, and yet the expectancy of an heir at law in the life of his anceſtor, is leſs than a poſſibility. 2 *P. Will.* 191. *Fearn. Con. Remaind.* 443, 444. 1 *Vez.* 409. *Cro. Jac.* 509.

(*b*) But courts of equity permit contingent intereſts of terms for years, to be diſpoſed of for valuable conſideration though the law does not, and Lord *Hardwicke* in the caſe of *Wright* and *Wright* ſaid, that he ſhould not doubt that in the caſe of an aſſignment of a contingent intereſt in a term for years, not for money, but for a younger child, the court would make it good. 1 *Ves.* 409. In the caſe of *Beckery* and *Newland*, the court of Chancery eſtabliſhed an agreement between two huſbands, that all legacies which ſhould be given to either of them by his will, whoſe preſumptive co-heirs they had married, ſhould be divided between them, their reſpective executors and adminiſtrators. 2 *P. Will.* 182, 187.

(*c*) This grant enures firſt as the agreement of the executor, by the acceptance of the grant, that the deviſee had a term in him as a legacy. And ſecondly, has operation by way of grant, to paſs the eſtate of the deviſee to the executor.

(*a*) *Contra*, If feoffor and feoffee join.

And

And by the common law every biſhop, dean, parſon, vicar, or corporation ſpiritual, might have charged their poſſeſſions, or made leaſes of their lands for lives or years without ſtint of time or number, *concurrentibus his quæ in lege requiruntur.* But now by the ſtatutes of 3 *H.* 8. and 13 *Eliz.* they are reſtrained to make leaſes or grants but under certain limitations and proviſoes.

As, 1. The grants or leaſes muſt be made in writing by deed indented, and not by deed poll, or by word only. *Co. Litt.* 44.

2. They muſt begin from the day of the date or making thereof, or *confectione inde.* 5 *Co.* 6.

3. The ancient leaſe muſt be ſurrendered or yielded up, or expired or ended within a year after the making of the ſecond leaſe; and this ſurrender muſt be abſolute, and not conditional. *Co.* 2.

4. There may not be a double leaſe in being at one time. *Co.* 6.

5. The leaſes may not exceed twenty-one years or three lives from the time of the making of them. *Dyer* 246.

6. The leaſe muſt be of lands and tenements manurable, out of which a rent may be reſerved. 5 *Co.* 3.

7. It muſt be of lands and tenements which have uſually been let to farm twenty years before the leaſe made. 6 *Co.* 37. *Co. Litt.* 44.

8. There muſt be reſerved to them and their ſucceſſors ſo much yearly rent or more as has been accuſtomably uſed to be paid for the ſaid lands. 5 *Co.* 6.

9. The leaſe may not be made without impeachment of waſte. *Co.* 37.

10. The leaſe muſt have all due ceremonies and circumſtances for the perfection of it as other ſuch like leaſes have, as livery of ſeiſin, and the like, where needful.

11. If it be made according to the exception of the ſtatute of 1 *Eliz.* and 13 *Eliz.* and not warranted by 32 *H.* 8. as in the caſe of a concurrent leaſe, and it be made by a biſhop or any ſole corporation, it must be confirmed by the dean and chapter, or others that have intereſt. (*a*) 11 *Co.* 66. 5 *Co.* 3, 14. *Co. Litt.* 44. *Comp. Incumb.* 417. *Sty.*

(*a*) Prior to the ſtatute of *Hen.* 8. biſhops with the aſſent of dean and chapter, might have made a leaſe for any period of time, like a tenant in fee ſimple; without ſuch aſſent they could only make a leaſe binding during their lives.—That ſtatute enabled biſhops with aſſent of dean and chapter to make leaſes under certain reſtrictions, binding them and their ſucceſſors for 21 years, one of which reſtrictions as we have ſeen was, that no leaſe for above one year ſhould be ſubſiſting. Still with the aſſent of dean and chapter, a biſhop might have made a leaſe without limitation. Then came the reſtraining ſtatutes of the 1ſt and 13th *Eliz.* which reſtrain him from making leaſes for more than three lives or twenty-one years, with their aſſent, not containing any reſtriction as to a ſubſiſting leaſe. Then followed the 18th *Eliz.* reſtraining him, if there be a leaſe ſubſiſting for more than three years. —Now if a biſhop make a leaſe under the latter reſtraining laws, a term for more than one year being out-ſtanding, this leaſe not purſuing the ſtatute of the 32 *Hen.* 8. will not be valid, without the conſent of the dean and chapter, *Co. Litt.* 44. *b.* 45. *a.*

32 *H.* 8. *c.* 28. 13 *Eliz. c.* 10. 1 *Jac. c.* 3. 1 *Eliz. c.* 19. 14 *Eliz. c.* 11. 18 *Eliz. c.* 6, 11. *Vid: Co. Litt.* 13 ed. 44. *b.* note 3.

And if a parſon makes a leaſe, and he is after deprived or reſigns, the ſucceſſor may avoid it. 2 *H.* 4. *c.* 2. 26 *H.* 8. *c.* 2.

Theſe colleges, deans, chapters, wardens of hoſpitals, and the like, having ſpiritual or eccleſiaſtical livings, againſt the proviſion of the act of the 13th of *Eliz. c.* 10. are reſtrained to make leaſes to the king as well as to common perſons. 5 *Co.* 14. 11 *Co.* 75. *Roll. Abr.* 378.

Leaſes to be made by colleges and houſes of the univerſity muſt have one third of the old rent then paid reſerved in wheat or malt. (*a*) *Stat.* 18 *Eliz. c.* 6.

And leaſes of benefices with cure are no longer good than the parſon is reſident. *Stat.* 13. *Eliz. c.* 20.

And there is no way to make the leaſes of theſe perſons for longer time good.

The letting at one, or at ſeveral times, for eleven years, within the twenty years paſt, is enough to warrant the new leaſe, and a grant by copy of court-roll for life, years, or in fee, is a ſufficient letting to farm within the ſtatute; ſo a leaſe at will by the common law. But theſe lettings to farm muſt be by ſome one ſeiſed of an eſtate of inheritance, and not a guardian in chivalry, tenant by the curteſy, or in dower, or the like. 6 *Co.* 37. *b.* *Palm.* 175, 176. *Co. Litt.* 44. *b.* *Cro. Eliz.* 708. *Lev.* 212. *Sid.* 316, 416. *Raym.* 165. *Cro. Ja.* 76. 2 *Jon.* 29. *Moore* 759. *Raym.* 167. *Sav.* 66. 1 *Leon.* 4. 4 *Leon.* 117.

If more be reſerved upon the new than was upon the old leaſe, it is good enough. But if one acre more be added to the land formerly letten, and an increaſe of rent for that, this is not good. But if the land, anciently let together be now let aſunder, and the rent divided, but made up in parts, this is good. So if there be two coparceners of ſuch land, and one lets his part at the half rent, this will be good. And if the ancient rent be reſerved at four days, and the new rent is reſerved to be paid at one day, yet the new leaſe upon the ſtatute of 13 *Eliz.* is good. (*b*) *Co. Litt.* 44. 5 *Co.* 5. 6 *Co.* 37 *b.* 38.

Eccleſiaſtical perſons may make eſtates of their lands they hold in right of their biſhoprics, colleges, churches, &c. or may make leaſes for a leſſer time than three lives or twenty-one years. *Co. Litt.* 44.

And eccleſiaſtical perſons cannot make feoffments, grants, &c. of their eccleſiaſtical lands for longer time than three lives, or twenty-one years; for all feoffments, gifts, grants, leaſes by biſhops, although they be confirmed by their dean and chapter, or any of the colleges or halls in either of the univerſities or elſewhere, or by dean and chapters, maſters or guardians of any hoſpitals, parſons, vicars, or other having ſpiritual or eccleſiaſtical livings, are voidable. *Co. Litt.* 43.

(*a*) *Quære*, If this extends to leaſes of ſuch extraordinary tithes as are not natural or paid in kind. as tithes in *London.* 1 *Leon. Ca.* 25.

(*b*) *Contra*, on 32 *H.* 8. *Vid.* 6 *Co.* 38.

Leaſes

Leaſes of houſes in cities, and belonging to churches, are not ruled by ſtatutes of 13 and 18 *Eliz.* but by the ſtatute of 14 *Eliz. Hob.* 269. and may be for forty years, provided they be not the manſion houſe of the leſſors, nor have above ten acres of ground belonging to them, and provided the leſſee be bound to keep them in repair. But this ſtatute does not affect 1 *Eliz. c.* 19. but only 13 *Eliz. c.* 15. and therefore does not enable a biſhop to let but according to 1 *Eliz. c.* 19.

Offices. A biſhop or ſuch like ſpiritual perſon may grant antient offices of truſt, of neceſſity or convenience; as the office of chancellor, regiſter, ſteward, bailiff, or the like, with the antient fees incident thereunto, for the life or lives of the grantees; and theſe grants are good, although they be made by the biſhops of the new erected biſhopricks, and that there be not in them the conditions and properties required in the leaſes before mentioned, ſo as they be confirmed by the dean and chapter; and yet they may not make a grant of any new office, nor add any fee to the old offices; and therefore if a biſhop grants an annuity *pro conſilio impenſo & impendendo*, where none was before, his ſucceſſor may avoid it. And yet if there be an old fee, and there is a new fee added to it, in this caſe it ſeems good for the old fee, and void for the new fee. Neither may they grant their offices otherwiſe than they have been granted; as where anciently the office was granted to one, there it muſt be to one; and where to two, there it muſt be to two, and that jointly, and not to one after the other. Nor may grants be for any longer time than for the lives of the grantees. And in caſe where the grant is void, the confirmation of the dean and chapter will not make it good. *Dyer* 30c. *Vide 2 Brownl.* 134, 158. 5 *Co.* 15. 11 *Co.* 66. 10 *Co.* 58. *Dyer* 370. 1 *Co.* 68

And if their grants be ill at firſt, no ſubſequent accident will make them good; as if it be for four lives, and one of them die before the biſhop, the leaſe will nevertheleſs be void. 10 *Co.* 58.

Biſhops. The biſhop can make no kind of conveyance of any of the lands belonging to his biſhopric for longer time than twenty-one years or three lives, rendering the antient rent. *Vide Moore's Rep.* 107.

A leaſe by a biſhop made by indenture, to commence *preſently* for twenty-one years, when there is an old leaſe *in eſſe*, is good, notwithſtanding the ſtatute of 1 *Eliz. Moore* 107, 108. Becauſe for ſo many years as are to come of the firſt leaſe, this is only good by eſtoppel, and not in intereſt; for the ſecond leſſee can have no benefit of it ſo long as the firſt leaſe endures, and then, againſt the ſucceſſor, there is in effect no more than a leaſe for 21 years. the years that are to come of the ſecond leaſe being in effect void for all the years that are to come of the firſt leaſe, and thoſe that will then remain of the firſt leaſe make in all no more than 21 years, *And* 65 *Leon.* 36. 3 *Leon.* 131. *Palm.* 464. *Latch.* 241.

If a leaſe be made by ſuch perſons of land antiently let at ſuch a rent, and of other land not before let, together at the old rent, with an addition of more rent for the other land, this is not good. 5 *Co.* 6.

A leaſe

A leaſe made by a biſhop for three *lives*, where there is a leaſe for *years in eſſe*, is void. *Moore* 253. for the words of the ſtatute 1 *Eliz. c.* 19. are "other than for twenty-one years, *or* three lives."

A leaſe for three *lives* by a biſhop of tithe is *void* againſt the ſucceſſor, although there be as much rent reſerved as uſually has been reſerved and paid upon any former leaſe. *Moore* 778. (*a*) nor will acceptance of rent by the ſucceſſor make it good. *Cro. Jac.* 111, 112, 173.

If a biſhop ouſt his leſſee for years, and then makes a leaſe for three lives, it is void; for where the ſtatute ſays, the old leaſe muſt be ſurrendered, an illuſory ſurrender upon condition will not ſerve the turn. 5 *Co.* 2.

If a biſhop has two chapters, as he may have, both of them muſt confirm leaſes made by the biſhop requiring confirmation: But if one of the chapters, after the date or making of the leaſe be diſſolved, there the confirmation of that which is in being is good enough to make the leaſe good, and there will need no confirmation of the king as ſupreme ordinary. *Dyer* 282. *Co. Litt.* 31.

If a biſhop makes a leaſe for twenty-one years, and all thoſe years being ſpent, ſaving three or more, yet the biſhop may make a new leaſe to another for twenty-one years, to begin from the making, but not a leaſe for life or lives, and this concurrent leaſe is good as well upon 1 *Eliz.* in caſe of a biſhop, as upon 13 *Eliz.* of deans and chapters, &c. *Co. Litt.* 44, 45. And this the 32 *H.* 8. did not extend to. But in the caſe of the biſhop's concurrent leaſe it muſt be confirmed. Alſo the exception of the ſtatute of the 1ſt and 13th of *Eliz.* do as herein differ from 32 *H.* 8. for the leaſes for years to be made upon the 1ſt and 13th of *Eliz.* muſt begin from the making, and not from the day of the making; but the leaſes upon the 32 *H.* 8. are to begin from the day of the making. And although the ſtatutes of the 1ſt and 13th of *Eliz.* do not ſay the leaſe muſt be in writing, yet muſt it therein, and in the other properties before-mentioned and required by the 32 *H.* 8. follow the pattern thereof, the concurrent leaſe only excepted. 1 *Leon.* 147, 148. *Dyer* 246. *Cro. Eliz.* 241. *Co. Litt.* 44, 45. *Vid. Hob.* 7, 70, 107, 148, 149.

A leaſe made by a biſhop for three lives, (*viz.*) to one for life, the remainder to another for life, the remainder to a third for life, is not good within the ſtatute of 1 *Eliz. c.* 4 for action of waſte will not lie for the waſte. *Cro. Car.* 95. *Hetley* 25. *Cro. Eliz.* 491.

But a leaſe to one for his own life and the lives of two others will be good. (*b*) *Cro. Eliz.* 491, 492.

A leaſe

(*b*) Note, formerly a diſtinction was taken between leaſes for lives of things that lay in grant, and leaſes for years of them, and the latter were held good to bind the ſucceſſor, but not the former; becauſe in the former caſe there was no remedy for the rent either by diſtreſs or by action of debt, but action of debt lay in the latter caſe. But this diſtinction holds not at preſent, becauſe the 5 *Geo.* 3 *c.* 17. makes leaſes of tithes and other incorporeal hereditaments by eccleſiaſtical perſons, whether ſo lives or for years as good, as if the leaſes were of corporeal hereditaments, and gives an action of debt to the ſucceſſor for rent reſerved on freehold leaſes. *Vid. Moore* 778. *Bac. Abr.* leaſes. *F.* 5.

(*b*) The ground of this diſtinction is that in waſte the place waſted is to be recovered as well as treble damages, which the reverſioner in this caſe cannot

A leaſe of a fair reſerving a rent whether it be for years or for lives is not good within 1 *Eliz.* although the rent be due, becauſe of the contract; yet it is not incident to the reverſion, and is without remedy by aſſize or diſtreſs. 5 *Co* 3. *Sed quære* as to leaſe for years. *Vid. ſupra* 149. note *a*. Such leaſe valid by 5 *G.* 3. *c.* 17.

A leaſe by a biſhop by indenture reſerving the antient rent not ſaying how much it is, and made of a part of a manor, and not of all together, which was uſually demiſed together at one rent this leaſe and reſervation both will be void againſt the ſucceſſor *Cro. Car* 95.

A biſhop is ſeiſed of a manor whereof an acre is parcel, and by indenture he deviſes the acre to *J. D.* and *W. D. habendum* to the ſaid *a die datus indenturæ* for his life, the remainder to *W.* for his life, rendering 3*s.* 2*d. per annum* at *Michaelmas* and *Lady day*, the biſhop dies *B.* is created biſhop, his bailiff of the manor gathers and pays this amongſt the other rents to the biſhop, who accepts it, this ſhall bind the biſhop. *Cro Car.* 95.

A biſhop grants a portion of tithes to *A.* and *B.* for their lives ſucceſſively, rendering the antient rent, and dies, the ſucceſſor accepts the rent for divers years, and then makes a leaſe for twenty-one years; in this caſe the leaſe is void for the thing not chargeable with the rent, and therefore the acceptance by the ſucceſſor will not affirm it. And it is not like leaſes made by biſhops at common law for three lives, which are only voidable, and their acceptance of rent may affirm it. *Cro. Jac.* 173. *Vid. ſupra* fol. 149. note *a*.

A biſhop grants an antient office of keeper of one of his parks and the antient fee; and adds, *nec non paſturam pro duobus equis*; the grant of the paſture is void, and it will endanger the whole grant *Bridgm.* 29, 30.

A biſhop granted a rent to *J. S.* during his life, out of his manor *W. pro conſilio impendendo*, and then died: and it was held not void againſt the biſhop whilſt he lived, but that it was void by his death. *Dyer* 370.

A biſhop granted ſuch annuity *pro conſilio impenſo & impendendo* and this was confirmed by the dean and chapter, and then he died; and it was held not good to charge the ſucceſſor in an annuity; and yet it was ſaid, that although the biſhopric was founded in later times, (*i. e.* in the time of *H.* 8.) yet that the grant of an office of neceſſity in poſſeſſion with reaſonable fees, was good. *Bridg.* 31.

A biſhop may grant the office of ſtewardſhip of a manor, with a fee out of the manor, and ſuch grant will be good; but the ſteward muſt tender his ſervice to every ſucceſſor. *Dyer* 156.

A biſhop granted the office of ſurveyor of all his manors to two for their lives, and twenty nobles fee for it; and this was held void. And

cannot do without deſtroying the intermediate eſtate for life; conſequently ſuch leaſe is virtually a leaſe without impeachment of waſte; but if a leaſe be made to one for three lives, the leſſee is not diſpuniſhable of waſte, and the occupant, if any be, ſhall be puniſhed for waſte within the *ſtat. Glouceſt.* *c.* 5. which gives an action of waſte againſt any one that holds in any manner for term of life or years, and an occupant in this caſe holds for term of life. 6 *Co.* 37. *Cro. Car.* 95.

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it was held, that ſuch a grant by the common law, had it been confirmed by the dean and chapter, had been good. And where it is an antient office, the biſhop may grant it ſtill, with the antient fee; yet it may not be granted to two for lives; for that is againſt the ſtatute, and if confirmed by the dean and chapter, yet it is not good. And it was held, that although it be an antient office, yet it is not good without the confirmation of the dean and chapter. And alſo that if the biſhop be tranſlated, diſpoſed or removed, who made the grant, that the grant is void againſt the ſucceſſor, although he be alive that made it. 10 *Co.* 60, 61, 62.

A biſhop leaſes for twenty-one years, then oufteth the leſſee, and leaſes to another for three lives, rendering the antient rent; this is confirmed by the dean and chapter, the biſhop is tranſlated; this leaſe is good. 1 *Leon.* 59, 60.

A biſhop leaſes for three lives, (*viz.*) to one for life, the remainder to the ſecond, the remainder to the third for life, which is not warranted by the ſtatute of 1 *Eliz.* the ſucceſſor accepted the rent; this will bind the ſucceſſor during his time. *Cro. Car.* 95. *Dyer* 282, 239. 3 *Co.* 65. *Co.* 7. *Bac Abr vol.* 3. 393.

If ſuch a perſon makes a leaſe for twenty-one years, and many years after makes another leaſe to the ſame perſon for twenty-one years, which is a ſurrender of the firſt leaſe; *Qu.* If the ſecond leaſe be good?

A biſhop made a leaſe for twenty-one years, and after made a leaſe to another for twenty-one years, to begin at the end of the firſt leaſe; this is not good. 3 *Leon.* 131.

A biſhop leaſed to *B.* for years, rendering rent; and afterwards granted the reverſion to *C.* for ninety-one years, rendering the antient rent, *habendum* from the day of the leaſe; the grant was confirmed by the dean and chapter, but *B.* did not attorn; and it was held void, for it was by way of grant, and to paſs as a reverſion. 3 *Leon.* 17.

Biſhops and ſuch like perſons may not alien their eccleſiaſtical lands to the king himſelf, otherwiſe than according to the 1 & 13 *Eliz.* 11 *Co.* *Magdalen College Caſe.*

A leaſe by a dean and chapter for three lives, when the remainder of a term is *in eſſe*, is not void, but voidable during the life of the dean. *Moore* 875. Dean and chapter.

Deans and chapters, tenants in tail, and ſuch like perſons, may not make leaſes without impeachment of waſte, but they may make leaſes *pur autre vie*, which will be an occupancy. *Vid.* note *b. ſupra*, fol. 149.

If land has been uſually let at will, or by copy, ſuch lands may be let by deans and chapters, tenants in tail, and ſuch like perſons, upon 13 *Eliz. c.* 10. and 32 *H.* 8. *c.* 28.

And if a heriot was reſerved upon former copyhold leaſes, and there be no heriot reſerved upon the new leaſe, it is good enough. And if the rent upon the new leaſes be reſerved upon two days, where upon the former letting it was reſerved upon four days, it is good in the leaſes of eccleſiaſtical perſons, upon 10 *Eliz.* But otherwiſe it is upon the 32 *H.* 8. *c.* 28. 6 *Co.* 3.

A dean and chapter ſeiſed of a manor in fee, in which were copyholds grantable for three lives, the rent being 8*s.* 6*d.* payable at four

times

times with heriot, grants a copyhold to *A.* for the life of three others, rendering 8*s.* 6*d.* at one payment yearly; this leaſe is within the ſtatute, and good. 6 *Co.* 37.

The dean can make no leaſes without the chapter. *Godb.* 211.

Deans and chapters may not make leaſes without impeachment of waſte, (*a*) by 13 *Eliz. c.* 10. 6 *Co.* 37.

If a dean of one cathedral be elected biſhop of another ſee with diſpenſation *retinere decanatum in commendam*, and after the biſhop of that ſee whereof he was head and dean, do make a leaſe of parcel of the poſſeſſions of the biſhopric, the confirmation of the leaſe by the commendatory dean is good. *Hughes's Abr.* 1220.

A leaſe by the dean and chapter of *St. Paul's* of a houſe in *London*, the houſe being then in leaſe to another for ten years, is void by the 1[3] and not warranted by the 14 *Eliz.* *Cro. Eliz.* 564.

Prebendary. A leaſe made by a prebendary is good by the 32 *H.* 8. for he is not ſeiſed *in jure eccleſiæ ſed prebendariæ*, but not by a parſon or vicar, for they are within that ſtatute. *Cro. Eliz.* 350.

A prebend was antiently let with the exception of all crab-trees, and ſuch like trees, and the new leaſe is made without this exception; it is not good. *Cro. Jac.* 458. 3 *Bulſt.* 290.

Such kind of ſpiritual perſons, as biſhops, deans, and the like, may not grant the next avoidance of churches or rent out of their lands, but the ſame will be void or voidable after their death: a leaſe &c. being avoided by the next incumbent or ſucceſſor, makes it void againſt all his ſucceſſors. (*b*) *Cro. Eliz.* 440. *Vid. Bac. Abr. vol.* 3. 390.

A prebendary made a leaſe for years of his land, with exception of the great wood, as oak, &c. which is confirmed by the archbiſhop and patron, but not by the dean and chapter: and then he makes another leaſe without this exception, the land being uſually let with the exception: in this caſe it was held, 1. That the leaſe confirmed by the archbiſhop, and patron of the prebend, was good without confirmation of the dean and chapter. (*c*) 2. And that this ſecond leaſe notwithſtanding was void by the ſtatute. 3 *Bulſt.* 290, 291. *Cro. Jac.* 458.

Parſon, vicar or prebend. If a parſon, vicar or prebend makes a leaſe for years, rendering rent, and dies, and the ſucceſſor accepts the rent, this will not affirm the leaſe, for it was *void* by his death; otherwiſe of a leaſe for life. But if a biſhop, abbot or prior makes a leaſe for years and dies, and the ſucceſſor accepts the rent, he ſhall never avoid

(*a*) Note, this is a concluſion upon the equity of the ſtatute, for there is no expreſs prohibition except in 32 *H.* 8. *c* 28. but the preamble of the 13 *Eliz. c.* 10. and 1 *Eliz. cap.* 19. expreſſing that long and unreaſonable leaſes are the chief cauſe of dilapidations, &c. it is clear they would be much more ſo if they were diſpuniſhable of waſte; theſe ſtatutes therefore being made to prevent unreaſonable leaſes, are by conſtruction concluded to prohibit waſte. *Vid. Co. Litt.* 44. *b.* 45. *a.* 6. *Co.* 37. *a.* *Palm.* 46. *Comp. Incumb.* 357.

(*b*) Note, there is an exception to this rule, where the king has the temporalities in his hand during the vacancy of the biſhopric; for there, though he may avoid ſuch leaſe, the ſucceſſor may ſet it up again.—7 *Co.* 7.

(*c*) Such leaſe is within the 32 *Hen.* 8. for his eſtate is in right of the church. *Bro. tit. leaſe.* 62. *Cro. Eliz.* 350.

the leaſe, for here the leaſe was only *voidable*. *Vide* 3 *Bac. Abr.* 392, 393.

A parſon made a leaſe for forty years, the biſhop of *London* patron and ordinary confirmed it under his hand and ſeal, without the dean and chapter, the incumbent died, the biſhop collated another, who made a new leaſe, which is well confirmed; afterwards the biſhop is tranſlated: in this caſe the firſt and not the ſecond leaſe is good during both the lives of the biſhop and incumbent. *Dyer* 356. *b.*

If a parſon or vicar, &c. make leaſes, they being out of the enabling ſtatute of 32 *H.* 8. muſt be confirmed by the patron and ordinary; but a biſhop ſeiſed in right of his biſhopric, dean of his ſole poſſeſſion, and one that is ſeiſed *jure prebendæ* may make leaſes under the proviſoes aforeſaid. *Co. Litt.* 44. *vide* 3 *Bac. Abr.* 377.

A parſon of a church may grant his tithes from year to year, or for years, to his pariſhioners that are to pay them, or to a ſtranger, and the grant is good. *Vide Perk.* § 90. *Owen* 103. *Hetley* 107.

An incumbent leaſes certain glebe for twenty-one years, rendering the antient rent, the patron and ordinary confirm it. Then the incumbent dies. *Qu.* If the leaſe be void by the ſtatute of 13 *Eliz. Moor.* 270. *ca.* 422.

A leaſe by a parſon for twenty-one years after 13 *Eliz.* rendering the antient rent, the patron and ordinary confirm it, the parſon dies; the leaſe is void by his death, as well as by non-reſidence, and by reſignation. *Cro. Eliz.* 123

Biſhops, deans and chapters, maſters and guardians of any hoſpital, and their brethren, maſters, governors, and fellows of colleges or houſes, or any other body politic, ſpiritual and eccleſiaſtical, (by whatſoever name they be called) archdeacons, prebends, and ſuch as are in the nature of prebends, as precentors, chaunters, treaſurers, chancellors, and ſuch like; all theſe, except parſons and vicars, may at this day make leaſes of their ſpiritual livings (as is before ſaid) for three lives or twenty-one years: and theſe leaſes will be good both againſt them and their ſucceſſors. But ſuch perſons may not make leaſes of their land for any longer time than for three lives, or twenty-one years; for if a leaſe by them be for longer time, although it be by fine or recovery, and although it be confirmed by the dean and chapter, yet it will be voidable by the ſucceſſor; and the leaſes that are made by ſuch perſons of their lands for twenty-one years, or three lives, muſt be made with all the conditions and qualifications in leaſes made by tenants in tail, (*viz.*) by deed indented, &c. *Co. Litt.* 44. 5 *Co* 14. 11 *Co.* 66. *Stat.* 32 *H.* 8. *c.* 28. 13 *El. c.* 20. 1 *Jac. c.* 3. 1 *Eliz. c.* 19. 14 *Eliz. c.* 11. 3 *Bac. Abr.* 390—396.

But ſuch perſons (*a*) may make longer leaſes of their houſes in corporations or market-towns, or in the ſuburbs thereof, and of the grounds

(*a*) (i. e.) Such perſons i. e. perſons within the 13 *Eliz. c.* 10. *viz.* colleges, deans, chapters, parſons, and vicars: for no power is given to biſhops by the 14 *Eliz. c.* 11. to let houſes otherwiſe than as authoriſed by 1 *Eliz. c.* 19. *Com. Incumb.* 423. *Bac. Abr. vol.* 3. 331.

appertaining

appertaining to ſuch houſes, ſo as they be not their dwelling-houſes, &c. and have not above ten acres of ground belonging to them; but of theſe alſo it may not be in reverſion, and the old rent, or more, muſt be reſerved upon them, and the leſſee muſt be charged with reparations: nor may theſe leaſes exceed forty years; but two leaſes, one after another, both not above forty years, may be good. *Popb.* 8, 9. 14 *Eliz c.* 11.

And theſe leaſes (as it ſeems) may be granted away altogether, where they ſhall purchaſe other lands in fee ſimple of like value. *Stat.* 14 *Eliz. c.* 11. But as to other lands belonging to their churches and places, they may by no means make leaſes for longer time than three lives, or twenty-one years. *Hob.* 269. *Noy.* 5.

A leaſe made of land antiently let aſunder at ſeveral rents, and now let together by one leaſe, and more than the whole rent reſerved, is not a good leaſe within the ſtatute. *Cro. Car.* 23. 5 *Co.* 4, 5. 1 *Co.* 139. 3 *Keb.* 380.

The ſtatutes of 13 *Eliz.* and 1 *Eliz.* do not alter the ſtatute of 32 *H.* 8. but leave it for a pattern for leaſes to be made by others. A leaſe made according to the exception of 1 & 13 *Eliz.* and not warranted by the 32 *H.* 8. if it be by a biſhop, or any ſole corporation, muſt be confirmed by the dean and chapter, and others that have intereſt, as in the caſe of a parſon and vicar. *Co. Litt.* 44. *b.* 45. *a.*

But *note*, that although in all theſe caſes of leaſes and grants, not warranted by the ſtatutes aforeſaid they are ſaid to be void, yet this is to be underſtood as againſt the ſucceſſors only; for as to the leſſors themſelves they are good againſt them whilſt they live, or at leaſt ſo long as they continue in the place; ſo that if ſuch a leaſe be made by a dean and chapter, or other corporation aggregate; this will be good againſt the dean, or other head of the corporation, ſo long as he ſhall continue to be ſo. (*b*) So of leaſes made by biſhops, not warranted by 1 *Eliz.* or a dean and chapter, maſter and fellows of a college, or the like, not warranted by 13 *Eliz. c.* 10. theſe leaſes will be good againſt themſelves, although they be void againſt the ſucceſſors. So if a private act of parliament intails land upon a man, and appoints him what eſtate he ſhall make, and that if he makes any other eſtates, they ſhall be void; this ſhall not be taken to be void as to the tenant in tail himſelf that makes them. *Co. Litt.* 329. 3 *Co.* 59, 60. 10 *Co.* 59. 5 *Co.* 5. *a. b. Cro. Eliz.* 207. 690. *Cro. Jac.* 173. 2 *Brownl.* 164. *Hard.* 326. 1 *Co.* 73. *a*, *Roll. Rep.* 169. 10 *Co.* 51. *a.*

Tenant in tail. Tenant in tail may make leaſes for twenty-one years, or three lives, under the qualifications and conditions herein after mentioned. *Stat.* 32 *H.* 8. *c.* 28. *Vide infra.*

And no leaſe except ſuch as is made with theſe conditions is held to be within the ſtatute, and to bind the tenant in tail and his iſſue; for otherwiſe if it be not warranted by this ſtatute, although it will bind the te-

(*b*) Note, there is an exception to this rule where the leaſes are made by a corporation aggregate, that has no head or principal perſon, *ex. gratia* a chapter that has no dean, for in ſuch caſe they muſt be either void *ab initio* or good for ever. Becauſe they continue always the ſame, and one has no ſuperiority over the other. 1 *Mod.* 204. 2 *Mod.* 56.

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ment in tail himſelf that made it, yet it will not bind his iſſue, but as to him it will be void or voidable at leaſt; for if tenant in tail of land makes a leaſe of it for one hundred years, without any rent reſerved thereupon, this leaſe, as to the iſſue in tail, is void; but if he makes a leaſe for one hundred years, rendering rent, and has iſſue, and dies, in this caſe the leaſe is only voidable by the iſſue, at his pleaſure; and therefore if the iſſue in tail after his death ſhall accept the rent, by this the leaſe is affirmed and becomes good; but let the leaſe be made how it will, it will not bind him in remainder over, nor him that is donor (a): and therefore if tenant in tail makes a leaſe warranted by the ſtatute, and after dies without iſſue, ſo that the land remains over to another, or reverts to the donor; in theſe caſes neither he in remainder, nor the donor, ſhall be bound by this leaſe, for as to them it is void. And yet if the remainder be in the tenant in tail himſelf, and he makes a leaſe for years by deed according to the ſtatute or fine, this leaſe is good, and ſhall bind his own remainder: but if he makes a leaſe for years though it be by fine, this will not bar the donor, nor him in remainder, in any caſe where it is in a ſtranger. *Plow.* 435. *Dyer* 7, b—34. 4 *Co.* 34. *Co. Litt.* 45. *b.*

But in this caſe the tenant in tail may, by the help of a fine and recovery, or one of them, according to the nature of the caſe, make what further eſtate he pleaſes, to bind the donor and him in remainder alſo. *Plow.* 430. *Brownl.* 139. *Plow.* 435.

A. and *B.* his wife being tenants in ſpecial tail, the reverſion to *A.* who dies; the reverſioner being alſo iſſue in tail by deed indented, and in the life time of *B.* the mother, makes a leaſe for forty years to *D.* to begin after the death of the mother, rendering rent, and dies; the reverſion deſcends and comes to *E.* who, with her huſband, in the life-time of *B.* the mother, levies a fine *ſur conuſance de droit*, &c. to *F.* and then *B.* dies, and proclamations paſs; in this caſe the leaſe is good againſt the conuſee. 2 *Bulſt.* 45. but the caſe was compromiſed, and the opinion of the court inclined that it was not good. *Ibid.* But ſee *Bridgm.* 27, 28. where ſuch leaſe held good, *et vide* (b) *Cro. Eliz.* 252, 253. *Cro. Ja.* 688.

And if tenant in tail infeoff his iſſue, who at his full age makes a leaſe for years, the father dies, the ſon is remitted, yet he ſhall not avoid his own leaſe. *Dyer* 51. 2 *Bulſt.* 45.

(a) And as to thoſe in remainder, if ſtrangers, no acceptance of the rent by them will make ſuch a leaſe good; becauſe the eſtate out of which it is deviſed being determined, the leaſe muſt alſo determine with it. *Bro. Tit. Acceptance* 19. 8 *Co.* 34. *Moore* 133. *Cro. Eliz.* 602. *Bac. Abr. vol.* 3. 317.

(b) In ſuch caſe although the remainder in fee paſſes by way of intereſt by the fine, yet that cannot come in poſſeſſion, ſo long as any iſſue in tail is living; and therefore if a ſtranger had entered, after the death of the wife, the ſon could not have had a formedon in remainder, for that muſt ſuppoſe the death of the tenants in tail without iſſue. *Plow. Comm.* 560. A tenant in tail of the gift of the king, made a leaſe for years, rendering rent, and died, his ſon accepts the rent, and after was attainted of treaſon and executed, having iſſue, and adjudged that the king ſhould have the land in point of reverter diſcharged of the leaſe; for here the tail is at an end by act of law.

If tenant in tail makes a leaſe, to begin at *Michaelmas* next enſuing for twenty years, this is good. So is a leaſe for ten years, and after for eleven years. And ſo in all caſes where there is not above twenty-one years in the whole. *Leon.* 147, 148. *Dyer* 246.

If tenant in tail makes a leaſe for twenty-two or for forty years, or for four lives: this leaſe is voidable not only for the overplus of time more than twenty-one years, or for three lives, but for the time of three lives, and twenty-one years alſo. And if ſuch a tenant in tail makes a leaſe for ninety-nine years, determinable upon three lives, it is not a good leaſe. But if a leaſe be made by tenant in tail for a leſſer time, as for two lives, or for twenty years, this is a good leaſe. And if it be made for four lives, and one of the lives dies before the tenant in tail dies, yet this accident will not make it good, but the leaſe is voidable notwithſtanding. 10 *Co.* 61. *b.* 62. *a.*

A leaſe to one man for three lives, and a leaſe to three men for their three lives, is all one within the intent of the ſtatute. *Cro. Jac.* 76, 77.

If land be given to huſband and wife, and to the heirs of their two bodies, and the huſband dies leaving iſſue by his wife, and the wife makes a leaſe according to the 32 *H.* 8. *c.* 28. in this caſe it ſeems the leaſe is good to bind the iſſue. *Godb. caſe* 119.

If tenant in tail makes a leaſe within the ſtatute to one for years, and after for life to another, and a letter of attorney to give livery to another, and before livery made the firſt leaſe is ſurrendered; here the ſecond leaſe will be good. *Spark's* caſe, *Trin.* 4 *Jac. B. R.*

A leaſe for years by one in remainder in tail is good againſt the leſſor; but if any preceding tenant in tail in poſſeſſion ſuffer a recovery of the land, by this the leaſe will be avoided. 1 *Co.* 61.

If tenant in tail be of a manor that has been uſually demiſed for ten rent, and after a tenancy eſcheat, and then he leaſes the manor, rendering this rent, it is ſaid this leaſe is good; but that if he purchaſes a tenancy, it is otherwiſe. 5 *Co.* 5, 6.

If the tenant in tail makes a leaſe for life, the remainder for life, &c. this is not a good leaſe within the ſtatute; but ſuch a leaſe made for the lives of others, though there be an occupancy, is good. 6 *Co.* 37. *Cro. Car.* 95. *Hetley* 22.

If tenant in tail and one *A.* levy a fine to a ſtranger of the land, who grants and renders to *A.* for years, rendering rent, and by the ſame fine grants the reverſion to tenant in tail in fee; this is a good leaſe for years, although it be by one fine, and the leaſe ſhall be ſaid to precede the grant of the reverſion. *Co.* 76, 174.

Where it is required by the ſtatute that the old leaſe ſhall be ſurrendered, this ſurrender muſt be abſolute, and not conditional; and it muſt be real, and not illuſory and in ſhew only. *Factum non dicitur quod non perſeverat.* 5 *Co.* 2.

And there may not be a double or concurrent leaſe in being at one time; as where a leaſe for years is made according to the ſtatute, he in reverſion may not afterwards repulſe the leſſee, and make a leaſe for life or lives, or another leaſe for years, according to the ſtatute, nor *e converſo.* Co. Litt. 44. b.

But

But if a leaſe for years be made to one, and after a leaſe for life is made to another, and a letter of attorney made to give livery and ſeiſin upon the leaſe for life, and before the livery made the firſt leaſe is ſurrendered; in this caſe the ſecond leaſe will be good. *Degge* 130.

If one in remainder in tail makes a leaſe for years, and then levies a fine with proclamations; by this the leaſe is made good. *Plow.* 427.

A leaſe made by tenant in tail, to begin from *Michaelmas* three years after, or after the death of the tenant in tail for twenty-one years, is not good. *Dyer* 246. *Co Litt.* 44. *a.*

But a leaſe made by him, to commence *a die datus*, is good, ſo livery be made after the date. *Moor.* 759. *Noy* 110.

Two coparceners in tail, the huſband of one being tenant by the curteſy, join in a leaſe, rendering rent to the two and their heirs: this is not a good leaſe by 32 *H.* 8. of eſtates tail; for it is not reſerved to the donee and his heirs, but to the tenant by the curteſy jointly with the other. *Latch.* 45.

If there be more rent reſerved upon the new than was upon the old leaſe, the leaſe is good. 5 *Co.* 5. 6 *Co.* 37. *b*

If the old rent was eight buſhels, and the new rent is a quarter of the ſame corn; this is good enough. 5 *Co.* 5.

If tenant in tail let a part of the land accuſtomably let, and reſerve the rent *pro rata*, or more than after the rate; this will not be a good leaſe. (*a*) 5 *Co.* 5.

If two coparceners have twenty acres of land of equal value between them in tail, and theſe have been uſually letten, and they make partition of them, ſo that each of them has ten acres; in this caſe they may make ſeveral leaſes, each of them of their parts, reſerving half of the accuſtomed rent. 5 *Co.* 5, 6.

Tenant in tail is ſeiſed of a manor with three acres thereof in demeſne, and he makes a leaſe of the three acres alſo of the manor, *habendum* the three acres and the manor for twenty-one years, rendering rent for the three acres, and all other the premiſſes therewith demiſed, 5*l.*; in this caſe the leaſe is good for the three acres only, for the leaſes are ſeveral, *viz.* for the three acres and for the manor. *Owen* 119.

If tenant in tail makes a leaſe of his intailed land without impeachment of waſte, it is not good, although it be but for twenty-one years or three lives; and therefore alſo is a leaſe for life, with a remainder for life, void, becauſe waſte will not lie. 6 *Co.* 37. *Co. Litt* 44. *b.* 45. *a.* *Palm.* 468.

(*a*) *Nota* the better opinion ſeems to be, to allow of ſuch leaſes by biſhops, tenants in tail, &c. becauſe this in effect is the ancient rent, and otherwiſe perhaps they could not leaſe at all if they had not a power of dividing the great farms: and *Mountjoy's* caſe, 5 *Co* 5. which is contrary, is ſaid to have been adjudged upon a private act of parliament for enabling a particular tenant in tail to make leaſes, which neither his eſtate nor the law would allow of, the leaſe there being for 300 years. *Bac. Tit.* leaſes 365. *Co. Litt.* 44. *b.* 3 *Keb.* 379, 380.

If tenant in tail makes a leaſe of ſuch a thing as lies in grant, as of an advowſon, fair, market, a hundred, portion of tithes, franchiſe or the like, out of which a rent cannot be reſerved, although it be but for twenty-one years, or three lives; this will not be good within the ſtatute; and yet perhaps it may be ſo far good as to give an action of debt for the rent upon the perſonal contract; and although the thing whereof the leaſe is made has been uſually let, yet this will not be good. *Cro. Jac.* 112. *Sed vide ſupra* 149. *note a*

The lands whereof the leaſe is made muſt be ſuch as have been uſually let to farm for twenty years before the leaſe; ſo that if it has been let for eleven years at one or ſeveral times within twenty years before the new leaſe made, it is ſufficient: and although the letting has been by copy of court-roll only, yet ſuch a letting in fee, for life or years, is a ſufficient letting: and ſo alſo is a letting at will by the common law. But theſe lettings to farm muſt be made by ſuch as are ſeiſed of an eſtate of inheritance; for if it has been by guardian in chivalry, tenant by the curteſy, dower, or the like, this will not be a letting within the ſtatute. 6 *Co.* 37. *Dyer* 271. *Pal.* 176. *Co. Litt.* 44. *b.* *Cro. Jac.* 76. 2 *Jon.* 29. *Moore* 759. *Raym.* 167. *Sav.* 66.

Where a tenant in tail makes a leaſe for years, or grants a rent, common, &c. or otherwiſe charges the land; this is a good leaſe, grant or charge, to bind the tenant in tail himſelf, and all others except the iſſues in tail and thoſe in the reverſion. *Bridgm.* 28.

If tenant in tail makes a leaſe for years, and then levies a fine with proclamations to the donor, and dies, having iſſue, the donor may not avoid this leaſe. *Bridgm.* 28.

If tenant in tail makes a leaſe for years at a rent, and the iſſue accepts the rent, (as he may or may not, at his choice) by this the leaſe is made good for his time; but if he infeoff a ſtranger before his entry, the feoffee cannot avoid it. *Bridgm.* 28. (*a*)

There muſt be reſerved upon ſuch a leaſe made by tenant in tail, payable to the leſſor and his heirs, to whom the reverſion ſhall appertain,

(*a*) The principle on which this and the two preceding caſes turn, is, that all leaſes for years, grants of rent or common, acknowledgments of ſtatutes, charges on the land, &c. made by tenant in tail, bind him and all others except the iſſues in tail and thoſe in reverſion; the reaſon of which is, becauſe the ſtatute of *Weſtr.* 2 *cap* 1. made to avoid ſuch charges does not aid any perſons except the iſſues in tail and thoſe in remainder and reverſion. Therefore if tenant in tail himſelf makes a charge and afterwards infeoffs another and dies, the feoffee ſhall hold the land charged. And in like manner as all who come to the land intailed under fine or recovery of tenant in tail are bound by his charges, ſo alſo are all thoſe who come to the land under the tenant in tail, although the eſtate tail doth remain not barred or diſcontinued (ſaving the iſſues in tail who are aided by the ſtatute) and therefore if tenant in tail grants a rent in fee, and takes a wife and dies, the wife ſhall hold charged with the rent, and ſo if a woman tenant in tail grants a rent, and marries, and has iſſue and dies, the huſband, being tenant by the curteſy, ſhall hold the land charged; for they are not aided by the ſaid ſtatute, and ſo if tenant in tail grants a rent in fee, and makes a leaſe for three lives, warranted by the ſtatute of the 32 *Hen.* 8. and dies, the leſſee ſhall hold the land charged. *Bridgm.* 28. *Hutton* 84, 96. *Owen* 89. *Cro. Jac.* 688, 689. *Mod.* 110. 2 *Roll.* 499.

ſo

ſo much or more of yearly rent during the leaſe, as has been uſually paid for the ſame for twenty years before the leaſe made; and therefore if the rent be reſerved but for part of the time of the leaſe, it is void.

But a leaſe may be good although it do not reſerve a heriot, or the like thing, which is not annual. 6 *Co.* 37. *Cro. Jac.* 76. *Co. Litt.* 44. *b.* *Moore* 759.

And if a rent formerly reſerved at four days be reſerved at two days it is bad. 5 *Rep.* 5. *b. Cont.* on 13 *Eliz.* for it is ſufficient on that ſtatute if the accuſtomed rent be reſerved yearly at one time. 6 *Rep.* 37, 38.

If the old rent were to be paid for a cloſe, and now a houſe is built upon it, and the rent now iſſues out of both houſe and cloſe, it is good. *Leon.* 147, 148.

And if tenant in tail has twenty acres of land that has been uſually let, and he makes a leaſe thereof, and of one acre more, which has not been uſually let, reſerving the uſual yearly rent, and ſo much more as to exceed the value of the other acre; this will not be a good leaſe within the ſtatute. 5 *Co.* 15. *Moore* 197.

If tenant in tail be of a manor that has been uſually demiſed for 10*l.* rent, and after a tenancy eſcheat, and then he makes a leaſe of the manor rendering 10*l.* rent, it is a good leaſe; for the act of law or of God will not prejudice any one. But where the leſſor purchaſes a tenancy, it is otherwiſe, for the purchaſe is his own act. 5 *Co.* 5, 6

If the tenant in tail of two farms, the one at 20*l.* the other at 10*l.* rent, ſhall make a leaſe of both theſe together at 30*l.* it is not a good leaſe within the ſtatute. 1 *Co.* 139. 3 *Keb.* 380. 5 *Co.* 6. *Sed vide Cro. Car.* 19, 23. caſe ended by arbitrament

If beſides the annual rent, there has been uſually a reſervation or payment of ſome things not annual, as heriots, fines, or the like, upon the death of the farmers, or a profit out of another's ſoil, as paſturage for a colt, &c. and upon the new leaſe the yearly rent is reſerved, but the other reſervation and payments are omitted, the leaſe is good enough. 6 *Co.* 37. *Moore* 759. *Cro. Jac.* 76. *Co. Litt.* 44. *b.*

If a leaſe be made by a tenant in tail, or eccleſiaſtical perſon, for twenty-one years, and then they make another leaſe to the ſame perſon for twenty-one years; it ſeems this ſecond leaſe is good, becauſe the firſt leaſe is ſurrendered by the taking of the ſecond leaſe.

If the tenant in tail makes a leaſe for years according to the ſtatute, and dies without iſſue, his wife privily with child of a ſon, and he in reverſion enters; in this caſe the leaſe as to him in reverſion is void, but as to the ſon, when born, it will be good againſt him. *Co. Litt.* 46.

Tenant in tail and his ſon join in a grant of the next avoidance of a church, this is void as to the ſon, for he has nothing either in poſſeſſion right or actual poſſibility at the time of the grant. *Hob.* 45.

If a feme-ſole tenant in tail makes a leaſe not warrantable by the ſtatute of 32 *H.* 8. *c.* 28. and then takes a huſband, and has iſſue, and dies,

dies, the husband shall not avoid the leaſe, but the iſſue ſhall avoid it if the father dies or *ſurrenders*. *Moore* 8. 6. *Co.* 78, 79.

If tenant for life, and he in remainder in tail join and make a leaſe to one for life, remainder to another for life; this will be good againſt them, and all claiming under them except the iſſue in tail, and if he accept the rent and levy a fine to a third perſon, he alſo will be bound by the leaſe. *Cro. Eliz.* 252.

If tenant in tail makes a leaſe of ſome land uſually let, and of other land not let, and make ſeveral reſervations of rent, and reſerve out of the land uſually let the antient rent thereof; this is a good leaſe, at leaſt for ſo much as hath been uſually let for the reſervations are ſeveral. *Cro Eliz.* 340, 341. So are the leaſes. *Ibid.* & *Owen* 119.

If a leaſe be made for life to a huſband and wife, the remainder in tail to *N T.* their ſon; a ſtranger levies a fine *ſur conuſance de droit come ceo que il ad de ſon done* to N. T. the ſon who grants and renders the land to him for fifty-four years rendering rent, has iſſue, and dies before any proclamations paſt, and after the huſband and wife die; in this caſe the leaſe by reaſon of the rent, is not void, but only voidable as againſt the tenant in tail, and therefore not avoided by the deſcent of the remainder in tail before the proclamations paſt. And when the proclamations paſs the leaſe becomes indefeazable; otherwiſe it had been if the rent had not been reſerved. *Plowd.* 430, 431.

Tenant in tail makes a leaſe to a feme covert, the huſband ſurrenders, and then the tenant in tail makes a leaſe for three lives, and dies, the wife after the death of the huſband that ſurrenders enters and dies; the iſſue may not avoid the leaſe for three lives.

If leſſee for years ſurrenders upon condition, and the leſſor makes a leaſe for three lives, the leſſee for years enters for the condition, and the years expire. *Quere*, is the leaſe good againſt the iſſue in tail? *Moore* 783.

By a woman tenant in tail in right of her huſband. 11 *H.* 7 *ap.*

If a woman tenant in tail of the gift of a deceaſed huſband, or any of his anceſtors whilſt ſhe is ſole, or after with another huſband makes a leaſe for three lives according to the ſtatute of 32 *H.* 8. *c.* 28. yet this leaſe will not be good, for it is againſt another ſtatute, viz. 11 *H.* 7. *c.* 20. 3 *Co.* 50, 51.

If a woman tenant in tail, within the 11th of *H.* 7. accepts of a fine ſur *conuſance*, &c and renders the land to the conuſor for 100 or 1000 years, this is within the ſtatute. (*a*) So if ſhe has title of dower, and before ſhe be endowed ſhe enter and levy a fine, this is within the ſtatute, and yet ſhe is not tenant in dower. 3 *Leon* 78 *Dyer* 148. 5 *Co. Brown's* Caſe, *Godb.* Caſe. 8. 2 *Leon.* 168. *Hob.* 258.

If lands are given to the wife in general tail, the remainder to a ſtranger in fee, the donor dies, ſhe takes another huſband, and has iſſue a daughter, the huſband and wife levy a fine to a ſtranger, that daughter and next heir has no remedy; for that eſtate, though within the

(*a*) *Srd.* note, if a woman tenant in tail or a jointreſs within the ſtatute 11 *H.* 7. make a leaſe for 21 years, this leaſe is clearly out of the ſtatute, becauſe it is no bar or diſcontinuance to the eſtate in tail, for it is voidable by the iſſue. *Bridgm.* 27, 28. *Sh p. Prac. Conv.* 123, Caſe 45. *Cro.* 2, 688, 689.

words

words of 11 *H.* 7. is not within the meaning thereof: for no eſtate is within the meaning of that ſtatute but what is for the jointure of the wife; and the meaning of that ſtatute is, that the wife ſo preferred by her huſband ſhall not prejudice the iſſues or heirs of the huſband, and no ſuch prejudice is in this caſe. (*a*)

One in conſideration of ſervice done to him by his man, and other conſiderations him moving, gives land to him and his wife, *who was the donor's couſin*, and the heirs of their two bodies, and dies; this is not within the ſtatute. *Yelv.* 101. *Cro. Jac* 173. *Palmer.* 216, 217.

The anceſtor of the huſband covenants to ſtand ſeiſed of land to the uſe of the huſband and wife, in conſideration of marriage and of money; if the wife aliens the land after the death of the huſband, the heir may enter, by the 11th *Hen.* 7; for the conſideration of marriage is preferred to that of money. *Moore* 93.

But if the anceſtor of the wife make ſuch a gift or covenant, this it ſeems is not within the ſtatute. *Ibid.*

If the anceſtor of the huſband makes a feoffment, on condition to give back to the huſband and wife in tail; if in this caſe the wife aliens it after the death of the huſband, this is within the ſtatute. But yet it is out of the words of the ſtatute; for they are in by the feoffment and not by the anceſtor of the huſband. *Ibid. et vid.* 1 *Inſt.* 355. *b.* *Moore Ca.* 91. *Beal.* 39, 40.

If the huſband be ſeiſed of land in right of his wife, and they levy a fine, and the conuſee grants a rent to them in tail; and the huſband having iſſue die, and the wife alien the rent; this is out of the ſtatute, for the rent comes in lieu of the land, which was the wife's. *Cro. Eliz.* 2. *Co. Litt.* 365.

Huſband deviſed land to his wife *in tail*, the remainder over to another, and died, they with her ſecond huſband aliened this land by fine, and died; although this is within the words, yet it is not within the meaning of the ſtatute of the 11th of *Hen.* 7. for the remainder of this land is limited to a ſtranger, and ſo ſhall not be intended to be for a jointure where no inheritance is reſerved to the baron and his heirs. *Cro. Eliz.* 2.

One *ſeiſed of land in fee* levies a fine to the uſe of himſelf for life, and after to the uſe of his wife, and of the heirs of her body by him begotten, *for her jointure*, and had iſſue male; and after he and his wife levied a fine, and ſuffered a common recovery, the huſband and wife died; in this caſe the iſſue male may enter, (*b*) for although it be out of the letter, yet it is within the intent of the 11th *H.* 7. *c.* 20. (*c*) *Co. Litt.* 365, 366.

But

(*a*) *A.* deviſed land, of which he was ſeiſed in fee, to *E.* his wife, *habendum* to her and *the heirs of her body*. The wife aliens them by recovery; and held not to be within the ſtatute. So if lands of huſband ſettled on wife in fee. *Comyns.* 369. 4 *Co.* 3. *Mo.* 716. *Cro. Eliz.* 524.

(*b*) *Sed. vid.* caſe below which ſeems contrary. *Et Pigott's Recoveries* 81. where this caſe is denied to be law.

(*c*) In caſe of a forfeiture under the 11 *H.* 7. *cap.* 20. tenant in tail in remainder, or, if he is barred, he who hath the remainder in fee ſhall enter; for he is the perſon " to whom the intereſt, title, and inheritance, after the deceaſe

But if one be ſeiſed of land *in right of his wife*, and they two levy a fine, and the conuſee grants and renders the land to the huſband and wife in ſpecial tail, the remainder to the right heirs of the wife; they have iſſue, the huſband dies; the wife takes another huſband, and they levy a fine in fee; in this caſe the iſſue is barred; for this, although it be within the words, yet it is not within the intent of the ſtatute. (a) *Co. Litt.* 365, 366 *Plowd.* 463, 464

G covenants with *B.* as well in conſideration of a marriage between *L.* his ſon, and *A.* the daughter of *B.* as of 200*l.* paid him by *B.* to convey the land to the uſe of *L.* and *A.* and the heirs of the body of *A.* and his right heirs; they after marry: *A.* dies before the aſſurance made; *L.* the ſon makes the aſſurance accordingly, and they have iſſue *R.* (1.) This aſſurance, although made for money, as well as upon marriage, ſhall be ſaid to be a jointure with the 11th *H.* 7. (2.) This is an eſtate tail in the wife. and but an eſtate for life in the huſband. (3.) The alienation of the huſband and *A.* his wife, he himſelf limiting it, being only tenant for life, is not a forfeiture within the ſtatute, for the ſtatute did not intend but to provide, that the diſinheriſon ſhould not be to the huſband contrary to his intent. *Cro. Jac.* 474. *Bend.* 39, 40. *W. Jones* 13, 254. *Dyer* 146. 2 *Cro.* 624. *Cro. Car.* 244.

If land be purchaſed part with the money of the huſband and part with the money of the father, &c. it may be within this ſtatute. *Moore* 250

The father enfeoffs his ſon and a feme-ſole, this is not within this ſtatute. *Moore* 715, 716.

Huſband and wife tenant in tail.

If a gift be to the huſband and wife and to the heirs of the body of the ſurvivor of them, (in which caſe as to the eſtate-tail there is an un-

deceaſe of the woman, appertains." Sir *George Brown's* caſe. 3 *Rep.* 9. *b.* But if the remainder-man in fee be intitled by fine levied by tenant in tail in remainder expectant, which gives no intereſt but only by eſtoppel; neither the heir nor the conuſee can take advantage of the forfeiture; for the heir, by the fine, has given away his right to the entail, and concluded himſelf that he cannot enter, and the conuſee cannot enter becauſe he has nothing but by eſtoppel and no reverſion. So note the difference between theſe caſes. *Ward* v. *Walthew. Cro. Jac.* 175. 2d *Reſol.*

(a) And this act extends not to any caſe but where the eſtate is by gift or conveyance *of the huſband or his anceſtors.* Therefore if a woman, ſeiſed of lands in fee ſimple, intending to marry, before marriage infeoffs the father of him whom ſhe intends to marry, to the intent that after the marriage he ſhall give the land back again to her, and to him ſhe intends to marry, with remainder over in tail; and afterwards they intermarry, and then the father gives the land to his ſon and to his wife according to the intent, and they have iſſue, and the huſband dies and ſhe levies a fine to other uſes. Now the wife is within the words of the ſtatute of 4 *H.* 7 for the land was given to her and her huſband in tail by the anceſtor of the huſband, and after the death of the huſband ſhe levied a fine and barred the iſſue. But notwithſtanding ſhe is within the words of the act, yet ſhe is out of the intent of the act, and therefore the iſſue ſhall not enter; for the eſtate-tail was made by the wife by circumſtance, and is derived from her and the father is a mere inſtrument So that the effect of the whole tranſaction is to make a jointure to the huſband out of the land of the wife, which, although within the letter is out of the intent of the ſtatute, and conſequently out of the purview thereof. *Plowd.* 464. *Moore* 508. *Palm.* 215.

certainty

certainty in the perſon) and they make a leaſe for 21 years, obſerving all the circumſtances required by 33 *H.* 8. yet that leaſe ſhall not bind the iſſue; for from the incertainty of the perſon of the ſurvivor, the eſtate-tail is not veſted. 10 *Co.* 51. *a.*

And laſtly, as to leaſes made by tenant in tail, the ſum of all is this: That ſuch leaſes made by ſuch tenants of full age, of the land they have in their own right without fine or recovery are good, ſo as theſe conditions be obſerved: Rules relating to leaſes, &c. by tenant in tail.

Firſt, Such leaſes muſt be by deed indented, and not by deed-poll.

Secondly, They muſt begin from the making, or from the day of the making thereof, and not a day to come; as three years hence, or at the death of the leſſor, or the like. *Co. Litt.* 44 *Dyer* 246. 5 *Co.* 6. 3 *Lev.* 438. 2 *Cro.* 458. *Yelv.* 131.

Thirdly, If there be an old leaſe in being of the land, the ſame muſt be ſurrendered, ended, or within a year of ending; and this ſurrender muſt be real and abſolute. 5 *Co.* 2.

Fourthly, There may not be a double or concurrent leaſe in being at one time: and therefore if one leaſe be in being, he may not put him out and make another. *Co. Litt.* 44. *b.*

Fifthly, Theſe leaſes muſt not exceed three lives, or twenty-one years; and therefore if made for forty years, or four lives, they will be void, not only for the overplus, but for all the time: but for a leſſer time, as two lives, or twenty-one years, they are good. 10 *Co.* 61. *b.* 62. *a.* *Co. Litt.* 54. *b.*

And if made for four lives, and one of them dies before the death of tenant in tail, yet it is not good. 10 *Co.* 61. *b.* 62. *a.*

Sixthly, Theſe leaſes muſt be of ſuch a thing upon which a rent may be reſerved and recoverable, and not out of an advowſon, fair, portion of tithes, franchiſe, or the like; and this is ſo, although it has been antiently let for the rent; and therefore a grant of a rent-charge out of ſuch land is void. 5 *Co.* 3. *Co. Litt.* 44. *b.* *Vid. ſupra*, 149. *note a.*

Seventhly, The leaſe muſt be ſuch of his lands as have been moſt commonly letten to farm, or occupied by the farmer thereof for twenty years before. *Co. Litt.* 44. *b* 6 *Co.* 37.

Or moſt commonly let for the greater part of twenty years, ſo as it has been let for eleven years at one or at ſeveral times within twenty years before the new leaſe made, it is well enough; and although the letting has been by copy of court-roll, or at will. But ſuch letting muſt be by the tenants themſelves, and not by a guardian, tenant by the curteſy, donor, or the like. *Ibid. et vid. Bac. Abr. vol.* 3. 356, 357.

Such leaſe muſt not be againſt 11 *H.* 7. *c.* 20. 3 *Co.* 51.

Eighthly, There muſt be reſerved on ſuch leaſe to the tenant in tail and his heirs, (*a*) ſo much or more rent, as has been uſually paid for twenty

(*a*) If tenant in tail reſerve a leſſer rent than the ancient rent during his life, and after his death a greater rent than the ancient rent, this leaſe will not be good. 5 *Co.* 6. And note, if tenant in tail acknowledgeth a ſtatute and

twenty years before; and this muſt be reſerved for all the time of the new leaſe. And a leaſe of the land before with other land, reſerving the old rent, with ſomewhat more for the other land, is not ſufficient. Nor may they join lands together that had two rents, reſerving the two rents together: But for accidental profits, as heriots, and the like, they may be omitted, yet the leaſe may be good. And yet if the old rent was payable at four days, and the new is payable at one day, this is not good. But if the old rent was to be paid in gold, and the new rent is to be paid in ſilver, this may be good. 5 *Co.* 5. a. *Co. Litt.* 44. *b.*

Ninthly, The new leaſe may not be made without impeachment of waſte. *Co. Litt.* 44. *b.*

Tenthly, There muſt be all due ceremonies of livery of ſeiſin, requiſite to perfect the ſame. 7 *Co.* 7. 8 *Co.* 54.

By tenant in remainder or reverſion.

Leſſee for years makes a leaſe at will, the leſſee at will makes a leaſe for years, and then he in remainder grants over his land: this is good, although the deed of the grant of the intereſt is not upon the land, for he is not out of poſſeſſion, but at will. *Latch.* 75.

If a bargain and ſale is made of lands for years in poſſeſſion, and the bargainee never enters, and after reciting this leaſe the bargainor makes a grant of the reverſion; this is a good conveyance. *Co. Jac.* 604. for the eſtate is executed and veſted in the leſſee by the ſtatute of uſes.

If the leſſor enters upon his leſſee for life, and makes a feoffment, and the leſſee re-enters, the reverſion will remain in the feoffee. *Mo.* 91.

Tenant in tail, remainder over in tail, he *in remainder* granted all his eſtate, right, title, and intereſt in the land, to a ſtranger, during the life of the tenant in tail, in this caſe the grant is void, becauſe during the life of tenant in tail, it can never take effect in poſſeſſion, nor can the grantee ever have any benefit thereof, but otherwiſe it had been of a grant of a *reverſion*; for the grant of a reverſion during the life of tenant in tail is good, becauſe he ſhall have the ſervices which the tenant in tail ought to do during the life of the tenant in tail. *Mo.* 466. 2 *Co.* 50.

By perſons having a ſpecial power or proviſo.

In ſome caſes, ſuch perſons as are not ſeiſed in fee ſimple, &c. are able to derive ſuch eſtates for life or years out of their own eſtates, and notwithſtanding make ſuch eſtates for life, &c. And this may be by ſpecial act of parliament enabling them ſo to do. Or by a ſpecial power or authority given or reſerved by and to the party himſelf that had the fee-ſimple in him, or given to ſome other to do it in his name. And leaſes thus made may be good.

And therefore where an act of parliament enables a tenant for life to make leaſes for three lives, or twenty-one years, leaſes ſo made in purſuance of that authority are good.

and afterwards makes a leaſe according to the ſtatute of 32 *H.* 8. and dies, the leſſee ſhall not hold the land ſubject *to the* ſtatute; for then the rent ſhould not be paid to the iſſue in tail during the ſtatute; which is againſt the ſtatute of 32 *H.* 8. 3 *Leon.* 156.

A

And if a man be ſeiſed of land in fee, and conveys it to the uſe of himſelf for life, or in tail, with divers remainders over, with a proviſo that it ſhall be lawful for him, or tenant in tail, to make leaſes for years; in this caſe he or they may make ſuch leaſes, and they will be good.

But in both theſe caſes care muſt be had that the authority be ſtrictly purſued (that is) that the leaſes be made according to the power and direction given by the ſtatute or proviſo; for, if it differ and vary ever ſo little from the ſenſe and meaning of the ſame, the leaſe will not be good. And therefore if, in the caſe of a power to make a leaſe for twenty-one years, the party make more leaſes for twenty-one years at one time than one, they are all void but the firſt, becauſe it is againſt the intent of the parties, though it be not againſt the words. And ſo if the power be to make leaſes for three lives, he may not by this make a leaſe for ninety-nine years, if three lives live ſo long. But if the power be thus: *Provided, &c. that he make any leaſe in poſſeſſion or reverſion, ſo as it doth not exceed the number of three lives, or twenty-one years;* in this caſe a leaſe may be made for ninety-nine years, if three lives ſo long live. But where uſes are raiſed by way of covenant, and in the deed there is a *proviſo, that the covenantor, for divers good conſiderations, may make leaſes for years;* in this caſe the power is void, and no leaſe can be made upon it, neither will any averment help in this caſe; becauſe the covenant upon ſuch general conſideration cannot raiſe an uſe: *cont.* if the uſes had been limited upon a recovery, fine or feoffment, for then there needs not any conſideration to raiſe any of the uſes. 8 *Co.* 70. 1 *Co.* 175. *Cro. Jac.* 180, 181, 318, 319. *Cro. Eliz.* 5, 6. 1 *Leon.* 35.

If power be given by parliament to make leaſes, yielding the true and antient rent of the land ſo letten; in this caſe if a leaſe be made of many lands together, whereof ſome were not demiſed before, this leaſe will be void. 5 *Co.* 5. *Moore* 197.

A. being ſeiſed of land in fee makes a leaſe for life, and after levies a fine of all his land, with an indenture to lead the uſes thereof, *i. e.* to the uſe of *J. S.* for fifteen years, and after to the uſe of himſelf for life, with a power therein by proviſo to himſelf to make leaſes for twenty-one years or three lives in poſſeſſion; by this he may make leaſes for twenty-one years during the fifteen years, and preſently in poſſeſſion, but not in reverſion. 2 *Bulſt.* 216. 1 *Roll. Rep.* 12. *Cro. Jac.* 349. 2 *Roll. Rep.* 260.

L. tenant in fee of a manor levies a fine to the uſe of himſelf for life, and after to the uſe of *J.* his eldeſt ſon in tail, &c. with power for him at any time to make leaſes for twenty-one years, or three lives, rendering the antient rent, &c. and he leaſes two parts for twenty-one years to *B.* and before this leaſe expires he makes another leaſe to *B.* for twenty-one years, to begin after the determination of the firſt leaſe; and as to the third part, he made a leaſe of it for twenty-one years after the death of one *C.* (who in truth had not any eſtate in the land) and died; the firſt leaſe expired, and *J.* the ſon entered and leaſed to the plaintiff; the defendant claimed under *B.* the leſſee; and it was adjudged for the plaintiff; for by ſuch a power he may not make a leaſe to begin at a day to come, but it muſt be a leaſe in poſſeſſion, and not in intereſt, to commence

mence *in futuro*, nor in reverſion after another eſtate ended. *Yelv.* 222. *Cro. Jac.* 318, 319.

An eſtate is created by parliament, in a manor which conſiſts of free rents, copyholds and other caſual profits, and it is thereby enacted, *That all acts which they that are ſeiſed by force of the ſaid tail ſhall do, to the prejudice of their iſſue, &c. if not jointures, &c. ſhall be void*; the donee makes a leaſe of the whole manor, and an acre of waſte, rendering rent at two days, where the antient rent was reſerved at four days: In this caſe the leaſe is void, (1.) In reſpect of the acre of waſte not leaſed before, for this is not the antient rent. (2.) For that the rent is reſerved at two, which antiently was reſerved at four days. And the reſervation of ſilver, where the old rent was in gold, had not been good

So, had part of the farm been leaſed for part of the rent.

So, where two farms be in one demiſe for the rent of both.

But the rendering of eight buſhels for a quarter of corn, is good, for this is the ſame thing.

And although the rent be to be apportioned, yet this will not make the leaſe good.

And yet a parcener may leaſe her moiety, reſerving rent for ſo much, and it is good. 5 *Co.* 3!

The reverſioner upon an eſtate for life levies a fine to his own uſe in the marriage of his ſon, and then to the uſe of himſelf for life, with power to make leaſes, ſo they exceed not twenty-one years, or three lives, reſerving the antient rent, the remainder to his ſon in fee; the ſon marries, the father leaſes for ninety-nine years, if two live ſo long, reſerving rent to him and his heirs; this is a good leaſe. For his power in the beginning is abſolutely affirmative and indefinite, and afterward the proviſo of reſtriction is added, *viz.* that it *exceed not* three lives, which a leaſe for ninety-nine years determinable on two lives, does not do. 8 *Co.* 69

There is a difference between *a general and abſolute power and authority as owner of the land*; for he that has this power may make leaſes for life or years by attorney; *and a particular power and authority by him that has but a particular eſtate*, for he may not do ſo: as where *A.* is tenant for life, the remainder in tail, and *A.* has power to make leaſes, &c. 2 *H.* 4. 4. 1 *H.* 6. 6. 9 *H.* 7. 14.

And in theſe caſes where the ſtatute makes ſuch leaſes void, it ſhall not be taken as void againſt the leſſor, but as againſt the iſſue. 5 *Co.* 3.

One being leſſee for ninety-nine years of land deviſes his term to his wife for life, with power to make ſuch eſtates in as ample manner as himſelf might have done during her life, the remainder in tail to his daughter, and died; the wife proved the will, accepted of the bargain, and after made a leaſe for ninety-nine years of the land, and died. Q. If by this the wife may make any eſtate to endure after her own life. *Style* 315—375.

And although it be to begin after the expiration of the former leaſe. *Ibid. Poph.* 9. 2 *Leon.* caſe 183.

One levies a fine to the uſe of himſelf for life, the remainder in tail, &c. with *power reſerved to the conuſor to makes leaſes for eighty years in poſſeſſion or reverſion, if* A. B. *and* C. *do ſo long live, rendering the antient rent*

rent; afterwards he grants the reverſion for eighty years, reſerving the antient rent: In this caſe he does leſs than he has power to do, for this grant of the reverſion expires with the particular eſtates for life: but if he had made a leaſe to begin after the death of the tenants for life, *contra*. *Godb.* caſe 281.

SECT. V.

Of the Name and Deſcription of the Perſons contracting, as the Grantor, Donor, &c.

THE fourth thing (as Lord *Coke* obſerves) neceſſarily incident to a deed, is a *ſufficient name of the perſon contracting*, which will be the ſubject of this ſection. 4. By a ſufficient name.

As to the naming and deſcription of the parties and perſons in deeds, theſe things are neceſſary to be known:

Firſt, The names of the parties to deeds ſerve only to diſtinguiſh perſons, and to make the perſon intended certain; and therefore it is ſafe to deſcribe the perſon intended by his true and proper names of baptiſm and ſurname; and if it be a corporation, by the true name whereby it was made; yet miſtakes in this, unleſs they be very groſs, will not hurt, *nihil facit error nominis cum de corpore conſtat*. Bulſt. 21. 2 Bulſt. 302, 303. Co. Litt. 3. Perk. § 36. 11 Co. 20, 21.

Secondly, There are many deſcriptions of grantors and grantees; as (1.) Proper names of baptiſm and ſurnames, and the names of corporations, or bodies politic or corporate. (2.) Names of dignities, office, and the like. And theſe (of both ſorts) will admit a *deſcription* made good by reputation. Thus land will paſs to one, by the name of a ſon, who is a baſtard; ſo to one by the name of a wife, who is not a wife, *if they be reputed or known by that name*. Hob. 32. 6 Co. 65.

Thirdly, There muſt be ſuch a perſon *in eſſe* at the time of the deed made as is named, and he muſt be able to give and capable to receive that which is given or granted by the deed. *Plowd.* 345. *Co. Litt.* 2, 3. *Perk.* § 52, 53.

And therefore if an annuity be granted to the right heirs of *J. S.* he being then living, this is void; for there is none ſuch, nor can be whilſt he lives. *Perk.* § 52.

So *primogenit. proli* of *A.* and *B.* and they have no iſſue yet born. *Cro. Car.* 22. *Quare, where not there.*

Fourthly, If a man gets another name by common eſteem than his right name, and he is known by his other name, his deed made by this other name may be good. *Co. Litt.* 3. *Perk.* § 41.

Fifthly, But if any other part of the deed, or ſome other addition, make the perſons intended certain. The omiſſion, and in ſome caſes the miſpriſion of the name of baptiſm, ſhall not avoid the grant. *Co. Litt.* 3. *Perk.* § 40. 11 *Co.* 20, 21.

Sixthly,

makes a deed, this is good; for there is but one of that name in the kingdom: ſo of a biſhop. *Fitz. Grant*, 67. *Perk.* § 36. *Buſt.* 11. *Shep. Touchſ.* 234. 11 *Co.* 21.

Elizabeth and *Iſabel* are ſeveral names. *Anderſ.* 212.

So is *Margaret*, *Maryet* and *Margery*; ſo is *Gelyon* and *Julian*, *Agnes* and *Anne*. *Anderſ.* 212.

If one give me a horſe by word, and make a writing of the gift, either by a contrary name of baptiſm of him or me, this gift by word is good, but by deed is void. *Perk.* § 42.

But if an ordinary man grants me by his ſurname only, without any name of baptiſm, or by his name of baptiſm, without a ſurname; there regularly the deed will be void for incertainty. *Moore* 220. Unleſs there be ſomething in the deed to help to make it certain; or unleſs there be ſomething *ex poſt facto* to make it certain, as by the making of livery, &c. which may ſupply it. *Perk.* § 38, 39.

But for ſuch thing as paſs by livery, as land, &c. although the deed of feoffment be made of it by a contrary name of baptiſm of the feoffor or feoffee, yet if livery of ſeiſin be made duly upon it by and to the right perſons, it is good, and will take its effect by the livery of ſeiſin. *Perk.* § 42. (*a*).

A corporation called *Miniſter Dei pauperis domus de Donnington*, made a leaſe by the name of *John Litherland*, miniſter of the alms-houſe of God of *Donnington*, beſide *Newbury*, in the county of *Berks*; and it was held good. *Moor's Rep.* caſe 1194.

If a dean and chapter, mayor and commonalty, make a deed by the name of their corporation, without any addition of chriſtian or ſurname, this may be good. *Perk.* § 42.

The dean and canons of the king's free chapel of "*his*" caſtle of *Windſor*, grant by the name of the dean and canons of "*the*" king "*majeſty's*" free chapel of the caſtle of *Windſor*, in the county of *Berks*; and it is good. *Moore*, caſe 195.

If a corporation of *decanus & capitulum eccleſiæ cathedral. ſanctæ* "*individ.*" *Trinit.* "*Carlielſis*" make a deed by the name of *decanus eccleſiæ cathed. ſanctæ Trin.* "*in Carliel.*" *ac totum capitulum eccleſ. prædict'*. this is good. 10 *Co.* 124. *b.* *Dyer* 278. *Jenk. Cent.* 10.

The maſter and chaplains of the hoſpital of the late king *H.* 7. "of the *Savoy*, made a grant by the name of *William Ugle*, maſter of the hoſpital of king *H.* 7. "called" the *Savoy*, and the chaplains of it, and it was not good. *Moore*, *caſe* 367. 1 *Co.* 126. *Quere*, for the caſe was never decided.

Sayn John for *Saynt John*, is not good. *Anderſ.* 211. (*b*).

(*a*) Land given to a man and to *Margery* his wife, and to the heirs of their two bodies begotten, by a deed, and livery made, here although the name of the wife was *Margaret*, yet the grant was good, and the wife and the heirs ſhall be inheritable by force of the tail; the reaſon is, becauſe the livery makes the eſtate and not the deed. 1 *H.* 5. *fol.* 8. *Mich.* 3 *R.* 39 *E.* 3. *C. B. ſed vide cont. Perk.* § 38.

(*b*) *Note*, this was a miſnomer in an action brought againſt *Thomas Saint John*, and the exigent was awarded againſt *Thomas Saint John*, with a *fa*

The dean and chapter *ecclesiæ cathedralis Christi de Oxon*, by the name of the dean and chapter *ecclesiæ cathedralis Christi* "*in Academia*" *de Oxon*, made a lease; and good. *Moore, case* 493. *Poph.* 57.

So if a corporation by the name of "*guardianus & scholares*" *domus sive collegii de Merton* "*in universitate Oxoniæ*," makes a deed by the name of "*custos*" *domus sive collegii de Merton & scholar' ejusdem domus* "*in Oxonia*;" this is good, for they agree in substance. *Moore, case* 415. 10 *Co.* 125. *b.* *Anders. case* 231. (*a*)

But if the mistake or omission be in substance of the name of a corporation, then the deed may be void: as where the corporation is incorporate by the name of *Præpositi & collegii regalis, collegii beatæ Mariæ de Eaton juxta Windsor*, and they make a deed by the name of *Præpositi & sociorum collegii regalis de Eaton*, &c. leaving out *collegii beatæ Mariæ*; this is not good. 10 *Co.* 124. *Dyer* 120. (*b*)

But

There is a material distinction between writs and pleadings and deeds, particularly those of corporations as to variances, for the former are abated for variance in form and circumstance; because they do not respect the rights and interests of things, but are only the instruments and means to examine into the right and to record it, and therefore, at common law, false latin or any omission in a writ abated it; but false latin did not avoid a bond or lease; and the reason is that the party, if he lose the benefit of his writ, may have a new one, but he cannot have a new bond or lease, and therefore cases of abatement of writs for variance in the names of corporations or matters of circumstance do not apply to cases of deeds or the like. Besides in as much as in every lease, &c. the intention of the persons on both parts is that the thing demised therein shall pass an interest to the lessee or grantee, there is no reason that for a mistake of a word or a circumstance, which is not the fault of the lessee or grantee, he should lose his grant; nor that the successors or assigns of the persons who make such leases should avoid them for trifling circumstances against the express intention of their predecessors, who have taken a consideration from the lessee or grantee, and done an act that they intended to be good and binding, and would have done more to have given their grants effect had they known their imperfections: and therefore such leases or grants ought to be expounded with justice, blended with favour and equity; and courts should endeavour to interpret the law, as near as may be with reason, to maintain the interest of the parties to such instruments. *Vide Moore* 235. 10 *Co.* 12. 126.

(*a*) As cited by *Coke*, this lease is said to have been held void upon this variance, *viz.* the true name of the college was "*domus sive collegium scholarium de Merton*," the lease was *per nomen* "*domus sive collegii de Merton*" omitting "*scholarium*." 10 *Co.* 112.

(*b*) Per Barons *Clerk*, *Gent.* and *Manwood* chief baron, variance in circumstance is no cause to avoid a lease made by a corporation, but it must be a variance in substance. *Moore* 229. *Nota*, there are four matters of substance inherent in the nature of every foundation *ad pios usus*. The first is, that there must be living persons to support the corporation in whom the tenement and government rest, and they must have and be known by some name, as president and scholars, or master and scholars, or the like. And if there be variance in this name in any grant, it is variance in substance. The second is, that the persons should be appointed to a house or residence in certain in which they are to reside, and that house ought to have a name certain, as college, hospital, or the like. The third is, that it ought to have the name of some Saint to whom it is dedicated, or of the person by whom it is founded, as the college of *Peter* or *Paul*, or *Christ Church*, &c. and variance in this name of dedication or foundation is a variance in sub-

But corporations ought not to be ſuffered to avoid their own le and grants by miſnomer of themſelves. *Jenk. Cent.* 6. *pl.* 10. *p.* 2 for none but themſelves can preciſely know their names of foundatio *terminis et ſyllabis*.

If the greater part of a corporation agree to the deed regularly their common-council, and fix their common ſeal to it, it is good. 14 8. 27. 21 *E.* 4. 27 15 *E.* 4. 2. 14 *H.* 6. 17. *Davis's Rep.* But if it be a dean and chapter, they need not meet in their chap houſe, but may aſſemble elſewhere.

The dean and chapter of the college of *Eaton* by that name made leaſe, being incorporated by the name of the dean and chapter of college of "*St. Mary*" of *Eaton*; and it was held not a good leaſe, the corporation ought to be called by their name of corporation which they were founded without omitting any material part of *Anderſ. caſe* 47.

So if a leaſe be made by the dean and chapter of the cath dral church of *Peterborough*, it being incorporated by the name &c. cathedral church "*Sancti*" *Peterburgenſis*, it is not good. *Ander caſe* 47.

The queen made a leaſe for years of land to the men of *Ch terfield*, rendering rent, by the name of the aldermen of *Che field*, and they by this name grant all their intereſt to *Clark*; t grant from the queen was good, but the grant by them was void. (*Cro. Eliz.* 35.

A hall in *Oxford* was founded by the name of the hall of t ſcholars of the queen in *Oxford*; a grant by them by the name the provoſt, fellows and ſcholars of the college of the queen the univerſity of *Oxford*, or by the name of the provoſt, fellows ſcholars of the hall or college of the queen in the univerſity of *Oxford* be good. 11 *Co.* 20, 22.

Names or deſignations that have an equivocal *amphibologie* in the as for example, *Puer*, for male or female, if not cleared to the co trary, will *prima facie*, be taken for a ſon. *Dyer* 337. *Pl.* 36. *ſic de ſimilibus*.

The law does not favour advantages of miſnomer in conveyanc for if the grantor or grantee are uſually called by a wrong na which they are commonly known by, it will not hurt the deed, p vided it contains ſufficient certainty to deſcribe the perſon or thi *Nomen dicitur a noſcendo, quia notitiam facit; Et nihil facit error nom*

ſtance. The fourth is, that it ought to have a known place in which t houſe is ſituated, known by ſome name before the foundation as in *Oxfor* in *Cambridge*, in *London*, or the like. And a variance as to this place is eſſential variance; *per Manwood*, *Moore* 231. But there is no inſtance law that leaſes or grants by corporations, ſhall be avoided by variance any of theſe four circumſtances, *viz.* in addition, interpoſition, omiſſio or commutation, if it retain the four firſt principles of ſubſtance, that the name of the perſons—of the houſe—of the foundation or dedication and of the place known before the foundation, in which the houſe is ſituat *Ibid. Popham.* 57. 11 *Co.* 21. 22. *et vid. Croſt.* v. *Howel.* *Plow.* 530.

(*a*) And the reaſon was, that though by the grant of the queen they h capacity to take, they had not capacity to grant the land to another. *Cr Eliz.* 35

de corpore conſtat; for the law reſpects much the intent of the parties, and as it may be collected from the ſeveral parts of the deeds, the judges give judgment. *Nihil tam conveniens naturali æquitati, quam voluntatem Domini volentis rem ſuam in alium transferre ratam habere.* 5 *Co.* 63.

And the judges expound deeds according to their intent and vulgar intelligence, and not according to the very definition and ſtrict propriety of words. *Ibid.*

And therefore to make a thing *in eſſe* paſs by a name, it is ſufficient to call it by the name it has been for ſome conſiderable time called and known by in the neighbourhood, as *Exeter* houſe, &c. and a thing may get a new name in two or three years, by ſuch a vulgar and common reputation. *Ibid.*

So lands may paſs by the name of a manor, or a manor by the name of lands, eſpecially where the thing was originally what it is now called. *De nomine proprio non eſt curandum dum in ſubſtantia non erretur. Et nomina mutabilia ſunt, res autem immobiles. Ibid.*

Where a corporation has divers names, (as ſome of the antient corporations have) it may give or take by either of its names.

If a perſon or corporation (ſole or aggregate) be ſo deſcribed, that he or it may be certainly diſtinguiſhed from other perſons or corporations; in theſe caſes the omiſſion, or in any caſe the miſpriſion of the name of baptiſm, or of any thing in the name of the corporation, will not hurt the deed. 11 *Co.* 20.

So that the ſum of all this is, That a perſon may grant by the name whereby he is called or known.

And where a duke, marquis, earl or biſhop, gives or grants by his name of honour or dignity, without any name, or with a falſe name of baptiſm: As the duke of *Suffolk*, by the name of the duke of *Suffolk*, without any more words; or by the name of *William* duke of *Suffolk*, where his name is *John*, or the biſhop of *Norwich* grants in like manner; theſe are good grants, becauſe there is but one ſuch duke, or one ſuch biſhop in the kingdom.

So if a dean and chapter, mayor and commonalty, grant by the name of their corporation, without any addition of chriſtian or ſurname, it is good, eſpecially if the true name appears in ſome other part of the deed; as where *John at Style*, recited by his deed, that his name is *John at Style*, and by the ſame deed grants by the name of *Thomas at Style*. Or *Alice at Style*, reciting by her deed that ſhe is a feme covert, when in truth ſhe is ſole. *Fitz. Grant* 67. *Perk.* § 38, 40, 41, 42. 3 *H.* 6. 26.

But if an ordinary man grants by his ſurname only, without any name of baptiſm; or by his name of baptiſm, without any ſurname at all: in theſe and ſuch like caſes, for the moſt part, the deed will be void for uncertainty, unleſs there be ſome other matter in the deed to help it, or ſome matter done *ex poſt facto*, to ſupply it; for in ſome caſes where the thing granted lies in livery, ſuch a miſtake or incertainty in the grant may be helped by the livery of ſeiſin upon the deed afterwards. And ſo it is in the names of corporations; for if the variance and miſtake, by omiſſion or alteration, be only in ſome ſmall matter, ſo as it is literal and verbal only, and the ſenſe ſtill remains either expreſsly or by neceſſary implication, and the deſcription be ſuch as imports a ſufficient

and certain demonſtration of the true name of the corporation, according to the foundation thereof, it is ſufficient, and the grant or gift will not be hurt by it. But if the miſtake or omiſſion be in the ſubſtance or eſſence of the name, the deed may be ſpoiled by it. 6 *Co.* 65. 10 *Co.* 122, 126. *b.* 11 *Co.* 19, 22. *Dy.* 120.

Therefore the ſafeſt way is to name the grantor and grantee by their names of baptiſm and ſurname. *Co. Litt.* 3.

For more on this head *vid. Sheph. Touchſtone*, 234. *Comyns, Tit. Fail. E.* 3. 2 *Roll. Abr. Tit. Names*, 135.

SECT. VI.

To whom Grants, Contracts, &c. *may be made, and how they operate.*

5. A perſon able to contract with. Grants, &c.

THE perſon to whom a contract or grant, &c. is made, muſt be capable to receive and take the thing granted, &c.

All perſons, male or female, eccleſiaſtical or temporal, and all bodies natural or politic, are capable to take by grant, or to be contracted with, unleſs diſabled by their being *non compos mentis*, &c. as before, to the diſabilities to grant, &c.

To the king. The king, for the greatneſs of his perſon, is diſabled to take by deed *in fais*; and therefore if a feoffment be made to him there, and the livery of ſeiſin be made upon it, this will be void; but he is to take by matter of record, which is of a higher nature than a deed. *Fitz. Fait and Feoffment.* 21.

Leaſes made to him by colleges, deans and chapters, or any other having a ſpiritual or eccleſiaſtical living, againſt the *Stat.* 13 *Eliz. c.* 10 are reſtrained by the ſame act, as well as leaſes made to common perſons. 5 *Co.* 14.

To both huſband and wife. A leaſe is made to huſband and wife for their lives, the remainder to the heirs of the ſurvivor; this is a good remainder notwithſtanding the incertainty. *Godb. Caſe* 167.

A termor demiſes his term to *J. S.* and makes his wife executrix, and dies, and ſhe enters, and then takes another huſband, and they take a leaſe from the leſſor, and then the deviſee enters, and grants all his eſtate to the huſband and wife; this ſhall be good, and ſhall enure, firſt, as an aſſent in the executor; ſecondly as a grant to paſs the eſtate of the deviſee to the executor. *Owen.* 56.

Land was demiſed to huſband and wife for their lives the remainder to the ſurvivor of them for years, the huſband granted over the term of years, and died: The wife and not the grantee ſhall have the term of years, for there is nothing in the one or the other to grant till there be a ſurviver: And ſo it is if the wife dies after the grant, and the huſband ſurvives; yet he ſhall have the term againſt his own grant. *Poph.* 5.

If land is given to a man and ſuch a woman as ſhall be his wife, the man takes the whole.

But if a man makes a feoffment in fee to the uſe of himſelf and his wife that ſhall be, and afterwards he takes a wife, his wife ſhall take jointly with him, although all at firſt veſts in the huſband. 1 *Co.* 101.

If an eſtate be made to a man and a woman, and their heirs before marriage, and after they marry, the huſband and wife have moieties between them. *Co. Litt.* 133. *a.* 188. *b.* *Calth. Read on Copyholds.* 92. 3 *Aſſ.* 4. cited in 1 *Roll. Abr.* 271. *Telv.* 101.

If a feoffment in fee had been made before the *Stat.* of 27 *H.* 8. of uſes, to the uſe of a man and woman and their heirs, and they had intermarried, and then the ſtatute had been made; they had held by moieties, for if he had aliened it had been good for a moiety, for the ſtatute executes the poſſeſſion accordingly to ſuch quality, manner, form, and condition, as they had the uſe. *Co. Litt.* 187. *b.* *Vid. Dyer* 200. *a.* But if a reverſion be granted to a man and woman, and before attornment they intermarry, and then attornment is had, they ſhall not have any diſtinct moieties. So where a feoffment in fee is made to a man and woman, with a letter of attorney to make livery, they intermarry, and then livery is made *ſecundum formam chartæ*, they ſhall have no moieties: for although they were ſingle when the grant was made, yet when the land ſettled in them they were huſband and wife, between whom are no moieties, and the time to be regarded, is, *when the thing veſts*, not when the grant, &c. was made. *Co. Litt.* 187. *b.* 310. *a.* 2 *Co.* 68. *a.* 3 *Vin. Abr. Tit. Bar. et Feme. Sa. Pl.* 16. *Plow.* 481, 483.

So if a reverſion be granted to a man and a woman, and afterwards they intermarry, and then the tenant attorns; they ſhall not take by moieties, but by entireties. 2 *Co.* 68. *a.*

If an eſtate in fee ſimple, fee-tail, or for term for life, be made to a feme covert, or to her huſband and her, the huſband alone may diſagree to it and avoid it for both of them: but the conveyance is good until he avoid it. *Co. Litt.* 3. *a.* 356. *b.*

To huſband and wife.

A. in conſideration of the marriage of his ſon made a feoffment, and took back an eſtate to himſelf for life, the remainder to his ſon and his wife *which ſhould be* in tail; the marriage took effect, the father levied a fine, and bound him and his heirs to warranty, and died: the ſon was attainted of treaſon, and executed; the queen granted the land to a ſtranger in tail, and after ſhe reſtored the wife; and it was held, that the conveyance to the ſon, and his wife *that ſhould be*, was good to make her a purchaſer for a moiety in tail. And that ſhe remained tenant in tail, notwithſtanding the attainder of her huſband which barred the eſtate-tail, *quoad* the iſſue in tail. *Dyer* 122. *Co. Litt.* 187. 1 *Roll. Abr.* 388, 389. 9 *Co.* 140. *a. b.*

A fine is levied to the uſe of a man's ſelf, and ſuch wife or wives as he ſhall marry, and after he marries, it is good: And it was held, that ſhe ſhall take jointly with the huſband, being upon a uſe; *quære* upon an eſtate executed; ſo that it ſeems it is a good name of purchaſe. *Dy.* 274.

A gift by deed of land to a man and *Margaret his wife*, and the heirs of their two bodies, her name being *Margery*; the gift is good, and the heirs inheritable by it. 1 *H.* 5. 8 *H.* 7. *Haukford* in *Hawley's* Caſe.

Huſband

To husband alone.

Husband and wife jointenants *for life*; the husband alone accepts a new lease, which is a surrender, but voidable by the wife if she survives. *Moore Ca.* 876.

To wife alone, or to a feme sole, &c.

The queen may purchase and buy land, or goods and chattels, as any man may do, and her contracts will bind her therein. But it is not so in the case of other women that have husbands. *Co. Litt.* 3. *a.*

A woman cannot take by the gift or grant of her husband immediately and directly to her, but collaterally and by way of use she may; but she may take by purchase from others without the husband's assent, and if he disagrees, the estate is devested, and if he agrees, she may waive it after his death till she has agreed to it, and so may her heirs, if, after the death of her husband, she herself agreed not thereunto. 2 *Vern.* 385. 1 *Atk.* 72. *Co. Litt.* 43. *a.* 112. *a.* 4 *Co.* 29. *et vid. Co. Litt.* 13 *ed.* 3. *a. note* 1. *Co. Litt.* 3.

A man may not covenant with his wife to stand seised to her use, but he may covenant with another so to do; or he may make a feoffment or other conveyance to her use; or he may surrender a copyhold to her use. *Co. Litt.* 112. 4 *Co.* 29.

A feme covert may be a grantee in a deed, and any gift or grant made to her will be good, till the husband disagrees to it; so that if a rent-charge be granted to her, and the deed delivered to her, her husband not being privy to it, and he dies before any disagreement to it, it is good, although this happens before any day of payment; but if the husband makes a legal disagreement to it in his life-time, this may avoid the deed made to her. And he that will avoid the grant, must shew that the husband did disagree to it. *Perk.* § 43, 44.

An estate made to a feme covert *de novo* shall vest till the husband dissent, but a new lease to her who was lessee before, will not vest till the husband assents to it, for in this case an assent is necessary, because the wife had an estate before, which cannot be devested but by his assent to the latter estate. *Hob.* 204.

If an annuity is granted to a woman for life, who after marries, arrears incur, and she dies, whereby it is determined, the husband shall recover them. So if one grants an annual rent out of land wherein he has nothing, yet this is a good annuity to charge the person of the grantor in a writ of annuity. *Owen* 3.

And if one be bound to infeoff husband and wife, and he refuses, it is a refusal of both. *Finch.* 44.

And if a lease be made of two acres for life, the remainder of one of them (not naming which) to a feme *sole*, and she takes a husband, the tenant for life dies, and the *husband* makes the election; by this she is barred and concluded for ever, and she shall not chuse again. *Perk.* § 76.

To wife alone, or to her and a stranger.

If land is devised to a feme executrix during the minority of *A.* to hold to her own use without account, provided she keeps *A.* at school: this term will go to the husband by the marriage, and he may dispose of it. *Hob.* 285.

Lessee for years assigns a term to the wife of the lessor, and to a stranger; the lessor bargains and sells the land, the stranger dies, the husband dies, the wife shall have the term. *Moore* 171. 3 *Croke* 912. 1 *Bulst.* 99.

If

If the husband discontinues the wife's land, and goes beyond sea, and the discontinuee lets it to the wife for life, and gives her livery; hereby she will be remitted, and the husband by his disagreement afterwards shall not prevent it. *Litt.* § 677.

A lease for years to an infant rendering rent, is not void, but *voidable* at the pleasure of the infant. Before the rent-day comes he may avoid it, but if he becomes of age before the rent-day, it seems he shall be charged with the rent. (*a*) 2 *Cro.* 320. *Brown.* 120. 21 *H.* 6. 31. *b.* To an infant.

A dean and chapter make a lease for ninety-nine years, to begin after a lease for fifty years in being, the lease for ninety-nine years is assigned to *A.* and *B.* infants, who before the fifty years ended take a new lease from the dean and chapter for the same term and rent, and under the like covenants, the lease for fifty years ends; in this case it was agreed, that an infant may not surrender by deed; and that this surrender by acceptance of the second lease was void. (*b*) *Cro. Car.* 502. Sir *W. Jones* 405. 2 *Roll. Abr.* 24. *J.* 6. 1 *Roll.* 738. *l.* 40. 3 *Mod.* 301. *Carth.* 435.

A deed made to an infant, because it is presumed to be for his advantage generally, is not void, but voidable only at his pleasure; and therefore an infant may be a good grantee, feoffee, lessee, &c. by a deed of conveyance.

And at his full age he may agree to it, and so perfect it, or he may then disagree to it, and avoid it. *Co. Litt.* 2. *b.*

So if an infant exchanges his land, and occupies the land given in exchange it shall be good till it be defeated; for it is *tantamount* to a livery. *Co. Litt.* 51. *b.*

If a feoffment be made to an infant, and he makes a letter of attorney to take livery; this it seems is a good warrant. 1 *Roll. Abr.* 730. *D.* 3 *Burr.* 1808.

An office whereof he is capable may be granted to infant, as to one of full age.

Or if it be another office, so it be granted to him, to be exercised by him, or by his sufficient deputy, it may be good. *Cro. Car.* 279. *March* 41, 42, 43.

(*a*) *Vide* 2 *Bulst.* 69. The plaintiff recovered in an action of debt against an infant, rent upon a lease made to him. And it is there said that if a lease be made to an infant, and he occupies and enjoys, he shall be charged with the rent. *Sed quære*; for per *Yates*, an action of *assumpsit* for a fine due on an admittance to a copyhold by an infant would lie, but an action of debt perhaps would not; because an infant cannot wage his law. 3 *Burr.* 1719.

(*b*) The case here alluded to is, that of *Lloyd* and *Gregory*, which was determined upon special verdict by three judges, of whom Sir *William Jones*, and *Croke* were two. In Sir *William Jones's* report of the case it is stated that the fact was, the second lease was a void one, which made an end of the question; because no surrender express or implied, in order to or in consideration of a new lease, could bind, if the new lease were absolutely void; for the cause, ground and condition of the surrender fails. But the principal point was doubted by the court, in the case of *Zouch versus Parsons*. And it was of opinion, that if the second lease had been valid, and beneficial to the infant, it would have taken effect, and the first lease been surrendered by the acceptance of the second, by operation of law. 3 *Burr.* 1806, 1807.

An

An infant under one and twenty years of age may bind himself apprentice, and make a deed of contract for it, and covenant perhaps that it may bind him, if it be an incident covenant to his trade: but collateral covenants will not bind him. (c). *Vide Wynch* 63, 64. *Hutton* 63.

To a baſtard. Although a baſtard can neither be heir to another, nor have an heir to himſelf, yet after he has once gotten a name by common reputation, either from him that is ſuſpected to beget him, from his mother, or otherwiſe, he may be that name give and take lands or goods by deed, as any other man may do. *Perk.* § 26, 48, 49. *Co. Litt.* 2. *Noy* 35. 3 *Leon.* 48, 49. *Dyer* 323.

If a limitation be made (by way of uſe) to a man's ſelf for life, and after to ſuch iſſue and iſſues male of the body of *L. M.* from eldeſt to eldeſt, who by common ſuppoſition or intendment ſhall be adjudged or reputed to be begotten by *J. B.* on the body of *L. M.* whether the ſaid iſſue and iſſues male ſo born of the ſaid *L. M.* and reputed to be begotten on her by the ſaid *J. B.* be *per legem hujus regni Anglie adjudicati legitime & mulièrly* begotten, or unlawfully and immulierly begotten betwixt the ſaid *L. M.* and *J. B.* and to the heirs of the bodies of ſuch iſſue or iſſues male, *de ſeniori in ſeniorem exiſten. nat. de predict. L. in forma predict.* and *they marry* and have iſſue, this is a good limitation. So a limitation to a baſtard is good, for it is iſſue to its mother; but not ſo to a reputed ſon or baſtard before he is born. *Noy* 35. *Cro. Eliz.* 509. *Moore* 430. 2 *Roll. Abr.* 43, 44. 1 *P. Will.* 529. *et vid. Co. Litt.* 13 *edit.* 3. *b. note* 1.

For a ſon in reputation is enough to make one a purchaſer: and yet if *A.* have iſſue three ſons, and the eldeſt is a baſtard, and a remainder is limited to the eldeſt iſſue of *A.* by this the *mulier*, and not the baſtard, ſhall take. But in the caſe before, by the ſpecial words, it is otherwiſe; for *modus & conventio vincunt legem.* Noy's Rep. 35.

And if one by deed gives all his goods to his children, and one of them is a baſtard, by this he ſhall have no ſhare in the gift. *Moore* 10. *Ca.* 39.

And a baſtard may purchaſe by his reputed name: and a remainder limited to him by the name of the ſon of his reputed father, is good. But a baſtard cannot take a remainder by the name of iſſue. *Co. Litt.* 3. *b.* (*a*)

To a leſſee. A leſſor cannot make a feoffment to his leſſee for life, years, or at will; for one may not give a poſſeſſion to one that has it before; and

(*c*) In the caſe of *Drury* and *Drury*, *Hill.* 1 *Geo.* 3. one point determined was, that under the ſtatute 27 *H.* 8. of jointures, an infant, although infants not named in the ſtatute, may be bound by an acceptance of jointure before marriage from claiming her dower. 5 *Brown's Par. Ca.* 570.

(*a*) King *Hen.* 8. was ſeiſed of certain lands and by letters patent *ex certa ſcientia et mero motu*, &c. granted to *J. H.* for life, remainder to *J. H.* his ſon. *J. H.* was a baſtard. Yet this was held a good purchaſe; for *Dyer* ſaid, that by the words *ex certa*, &c. the incertainty is ſaved, and ſhall be taken ſtrong for the patentee, and if it can be any ways taken for him, the patent is not void: therefore as the word ſon may be taken two ways, either for a baſe ſon or a true ſon, by the words *ex certa ſcientia*, the king taketh upon him to know in what manner he is ſon. But the caſe is otherwiſe if the letters patent recite a thing that is falſe. 3 *Leon.* 48, 49.

yet

yet ſuch a feoffment may enure as a confirmation. *Vide Fitz Faits and Feoffments* 26. *Perk.* § 197.

But any civil corporation, as mayor and commonalty, or the like, may be a good grantee by deed: and one may (with the king's leave) give or grant his land to any ſuch civil corporation, as he may to any ſingle perſon. To corporations.

Yea, if any member of a corporation be ſeiſed of land in his own right, and in his natural capacity, he may make feoffment of his land to the head or members of the ſame corporation, and ſo they may give and take lands or goods in a diverſe capacity.

One tenant in common, or a coparcener, by feoffment may take the others part of the land, but one jointenant may not; therefore a feoffment by one, and to another jointenant, is not good; but by a releaſe, or ſome other way, the thing is to be done. 22 *H.* 6. 43. *Owen* 102. *Co. Litt.* 200. *b.* And coparceners may both enfeoff and releaſe one to another. *Fitz. Faits et Feof.* 26. *Perk.* § 197. To jointenants, tenants in common, or coparceners.

One jointenant may make a leaſe for years of his moiety to his companion, as well as tenants in common and coparceners may do. *Owen* 102, 103.

One coparcener may make a feoffment of his part of the land to his companion, or he may make a leaſe and releaſe to him. *Co. Litt.* 200, 318.

Jointenants may give their parts one to another by releaſe, and ſuch releaſe may be without the word *heirs* in the deed. *Co. Litt.* 200. *b.*

A limitation of uſe on a fine is to the uſe of the conuſor for life, and after his death to the uſe of his two daughters, till *A.* his ſon returns from beyond ſea, comes to his full age, or dies, which of the ſaid times ſhall come firſt, and then to remain to *A.*—*A.* comes from beyond ſea; in this caſe the remainder is good, and the daughters have a good eſtate conditionally for their lives, and the words in the disjunctive *(or dies)* coming in the end of the ſentence, make the copulatives before to be diſjunctive. Upon the ſame principle if one makes a leaſe to *A.* and *B.* his wife for years, if he and his wife, or any child of their bodies, ſhall ſo long live; the wife dieth, yet the leaſe continueth; therefore it is a good leaſe at firſt for all the three lives. *Cro. Eliz.* 270. *Co. Litt.* 225. To thoſe in reverſion or remainder.

And if a leaſe be made to one until he comes to his age of twenty-one years, and then that it ſhall remain over to another; this it ſeems is a good remainder. *Cro. Eliz.* 270. *dub.*

If *A.* ſeiſed in fee of lands leaſes them to *B.* for years, the remainder in tail to *C.* the remainder to the right heirs of *B.* by this *B.* hath nothing in the fee, but it is a remainder contingent to the heir of *B.* If *C.* die without iſſue in the life of *B.* the remainder is void, for the foundation and ſupport of it is gone; there muſt be a freehold to ſupport a remainder when it happens, and here is none; for *C.* dying without iſſue in the life of *B.*—*B.* during his own life cannot have heir. *Jenk. Cent.* 6 Caſe 38.

And if in this caſe *B.* ſhall make a leaſe for years, this will be good for ſo long as his firſt term laſteth, for he hath nothing in remainder. And if *A.* makes a leaſe for life, the remainder to the right heirs of

of *J. S.* the leſſee for life makes a feoffment in fee, in the life-time of *J. S.* *A.* may enter for this forfeiture. *Jenk. Cent.* 6. Caſe 38.

A. makes a feoffment in fee to *B.* to the uſe of *C.* for years, the remainder to the uſe of *B.* in tail, the remainder to the uſe of the right heirs of *A.* this remainder is void as a remainder but it is a reverſion in *A.* And if he had not ſpoken of the uſe in remainder after the tail, there had nevertheleſs been a reverſion in *A.* And the limitation of ſuch a uſe by *A.* then having the fee of the uſe, cannot make his heir a purchaſer. And a leaſe for 1000 years made by *A.* to take effect after the death of the tenant in tail without iſſue, is good, for this is extracted out of the reverſion. *Jenk. Cent.* 6. Caſe 38.

If *A.* leaſes land for life to *B.* the remainder to the heirs of the body of *J. D.* *B.* in the life of *J. D.* ſurrenders to *A.* the leſſor; this leaſe, notwithſtanding the ſurrender, ſhall ſupport the contingent remainders to the heirs of the body of *J. D.* ſo that if he dies, having iſſue in the life of *B.* he ſhall have the eſtate. *Jenk. Cent.* 6. Caſe 38. *Vide cont. Fearne Cont. Rem.* 242—244.

And if there be leſſee for life, the remainder for life, the remainder to the right heirs of *J. S.* and leſſee for life makes a feoffment in fee to *J. S.* and dies in the life of him in remainder for life, the right of entry veſted in him in remainder for life ſhall ſupport the contingent eſtate. *Ibid. Fearne Cont. Rem.* 209, 212, 220, 216, 218, 246, 248. (*a*)

A. B. tenant for life, the remainder to *C. B.* in tail, the remainder to the right heirs of *A. B.* *A. B.* lets the land to *J. S.* for four years, afterwards grants the reverſion to one *R.* *habendum* from *Midſummer* next for the life of *A. B.* after *Midſummer* the leſſee *J. S.* did attorn to *R.* and after granted all his term to him; this grant by *A. B.* to *R.* of the reverſion to begin at a day to come, is void, for, if it ſhould be good, the leſſor ſhould have a particular eſtate reſerved in himſelf in the mean time which cannot be, and the attornment does not make it good, nor would had it been made immediately. *Cro. Eliz.* 585.

To executor. If a leaſe be made to one for forty years, if the leſſee lives ſo long, and after another leaſe is made by deed, by the word *demiſe*, to the ſame leſſee, *habendum* to his executors and aſſigns for forty years after the expiration of the firſt leaſe; *quære*, if this leaſe be good? And yet if a leaſe be made for life, with this addition, *and that the executors ſhall have it for certain years after his death*; this may be good. 3 *Leon.* 32, 33.

To an adminiſtrator. If *A.* makes a leaſe to *B.* for eighty-nine years, if *B.* ſhall live ſo long, the remainder after his death to the executors or aſſigns of the ſaid *B.* for forty years; *B.* dies inteſtate, and an adminiſtration of his goods is

(*a*) But a right of action is not ſufficient to ſupport a contingent remainder. The reaſon of the diſtinction is, that whilſt a right of entry remained, there can be no doubt but the ſame eſtate continues, becauſe the right of entry can exiſt only in conſequence of the eſtates exiſting; but when the title is reduced to a right of action, it then becomes a queſtion of law,—whether the ſame eſtate continues or not, for the action is the means of deciding this queſtion, another eſtate being in the interim acknowledged and protected by the law. *Vid. Fearne on Cont. Remain.* 212.

granted;

granted; in this caſe the adminiſtrator is not an aſſignee to take, nor ſhall he take a purchaſer, but he ſhall take it as a thing veſted in the inteſtate. *Owen* 125, 126. (*a*)

To perſons in truſt.

J.S ſeiſed in fee of land, enfeoffs *A.* and *B.* and their heirs, until they make a leaſe of the lands for divers years to certain uſes, to begin *at* the feaſt of *Philip* and *Jacob* next coming; the feoffees enter, and make a leaſe for years of the land, to begin *from* the feaſt of *Philip* and *Jacob* next: In this caſe there is only matter of truſt in the feoffees, and they are not to take advantage by not performance of it, but the uſe ſhall be to the feoffor. And this leaſe, although it be for a day longer than was agreed by the deed, yet ſhall be good. *Style* 188, 205. *Sed quære* for court divided two and two on both points.

To eccleſiaſtical perſons.

Any gift or grant of land to an eccleſiaſtical perſon in his natural capacity is good, and ſhall be taken as a gift or grant to any other man.

If any leaſe be made to a ſpiritual perſon to farm, againſt 21 *H.* 8. it is not void; for this ſtatute intended leaſes made to ſuch perſons before, and not after the feaſt of St. *Michael* mentioned in the act. 3 *Leon.* 122.

To perſons attainted of treaſon or felony.

A perſon having been guilty of treaſon or felony may before or after his attainder have and take by deed, as any other man may do; but that they have and take will be liable to the king by virtue of his prerogative in the latter caſe or lord by eſcheat in the former caſe. *Co. Litt.* 2, 42. *b.*

To a clerk, convict, villain.

A clerk convict may, and a villain might have had and taken by grant or gift as another man, and yet they might not and may not retain what they take; for the king or lord, as the caſe is or was, would have and will have it. *Perk.* § 48. *Co. Litt.* 2, 42.

To an outlawed perſon.

Outlawed perſons in any civil actions may have and take by deed as any other man may do; but what they have and take will be liable to forfeiture to the king and his patentee by law given to them. *Perk.* § 48. *Owen* 116. (*b*)

To perſons *non compos mentis*, dumb, blind and deaf.

A perſon *non compos mentis*, or dumb, blind and deaf, may have and take by the gift or grant of lands as well as another man, may do; and a deed of gift or grant made to them is as good and effectual as a deed made to any other perſon whatſoever. *Co. Litt.* 2. *b.* 3. *b.* (*c*) *Perk.* 51.

(*a*) Note, it was held in this caſe, that the adminiſtrator could not have it as aſſignee, for adminiſtrators are not aſſignees, adminiſtration being appointed by the ordinary, whereas aſſignees muſt be by the party himſelf and not by a ſtranger; *contra* of an executor that comes in by the party, or a huſband for his wife. *Owen* 125. *Sed quære* if an adminiſtrator be not an aſſignee in law.

(*b*) A man outlawed is capable of a leaſe from the crown, as farmer to the crown. *Owen.* 116.

(*c*) But if he die in his madneſs, or recover his memory afterwards and agree not thereunto, his heir may waive and diſagree to the eſtate, without any cauſe ſhewed, and ſo it is of an ideot. But if the man of *non ſane* memory, recover his memory and agree unto it, it is unavoidable. *Co. Litt.* 2. *b.* *Quære*, if a *non compos* may plead his diſability to avoid his own acts as well as an infant. *Vid. Fitz. Nat. Brev.* 202. *Co. Litt.* 247. *a. b. et* 2 *Blackſt. Comm.* 291. *et vide ſup.* 137. *note a.*

An

To an excommunicate perſon. An excommunicate perſon may take lands or goods by the gift or grant of another man, the ſame as any other perſon may do. *Perk.* 48, 51. *Com. Dig. Tit. Grants. B.* 1.

Drunken man. So may a drunken man, the ſame as when he is ſober. *Wing. Max.* 570.

Deformed perſon, leper, A gift or grant to a deformed perſon, having human ſhape, or to a leper, or ſuch like perſon, is good. *Co. Litt.* 3. *b.* 7. *b.* 25. *b.*

Hermaphrodite. So to an hermaphrodite, according to the moſt prevailing ſex. *Co. Litt.* 3. *a.*

To perſons dead in law. The gifts and grants to dead perſons in law, ſuch as monks, friars, and other religious perſons, formerly were utterly void in law. *Sed vid. Co. Litt.* 2. *b.* 3. *a. contra.*

To perſons not in being. A perſon not being at the time of the gift or grant made, as the firſt born of *J. S.* or the like, is not a good grantee: And although ſuch a one be afterwards born, it will not mend the caſe. But a remainder ſo limited may be good, if any ſuch perſon ſhall happen to be when the remainder falls. *Owen* 40. *Perkins* 52. 3 *Com. Dig.* 443. *B.* 1.

The grant of an office for LIFE, the remainder to a *ſucceſſor*, is void as to the ſucceſſor. *Moore*, Caſe 1094.

As to alien *vid. ſupra.*

SECT. VII.

What is a ſufficient Name for a Donee, Grantee, or other Perſon to whom a Contract may be made.

6. A ſufficient name of a grantee. GRANTEES, &c. muſt not only be perſons in being, and capable to take by grant, &c. by the name in the deed mentioned, but they muſt alſo be ſufficiently named and deſcribed one way or other; and he himſelf, and not a ſtranger, muſt take by the deed; and all bodies natural or politic, that are not diſabled by law, may be grantees, and take by deed: and all perſons that may be grantors may be grantees. And ſome others that cannot grant or give, yet may take or receive. And a grant made to two, or three or twenty ſuch perſons, is good. *Co. Litt.* 2, 3. *Perk.* § 43. *Shep. Touchſt.* 54.

If a grant be never ſo well made in all the parts of it, except in the omiſſion of the name or deſcription of the grantee, if it does not expreſs that, it is void, for in every grant there muſt be a grantor and grantee, in every obligation, an obligor and obligee, and in every feoffment a feoffor and feoffee. And ſo of other deeds. *Shep. Touchſt.* 54.

There are divers ſorts of names and nominations of perſons or bodies politic or corporate, that may take, whereof there are divers ſorts; as firſt, the proper names or ſurnames; wherein there may be ambiguity, as a gift or grant to my ſon *John*, having two of that name, but this may be made good by an averment which *John* is meant. 47 *E.* 3. 16. *b.* 5 *Co.* 68. 8 *Co.* 155.

There

There are alſo other nominations or deſcriptions, as by ſome dignity, office, or the like; as the earl of *Hertford*, lord treaſurer, and the like: And this will admit of a deſcription made good by reputation, though not by truth; as land will paſs even by conveyance to one by the name of *ſon*, who is a *baſtard*, by the name of wife, who is not ſuch, if he or ſhe be ſo reputed, or known by that name. 27 *E.* 3. 85. *Co. Litt.* 3. *b.* 6 *Co.* 65. *a.* *Hob.* 32. 1 *E.* 3. 19. 39 *E.* 3. 24. 27 *E.* 3. 85.

A conveyance was made to *Rodolf Evers* knight lord *Evers*, to avoid which it was alledged, that at the time when this conveyance was ſo made he was not known and reputed by the name of knight; but *per* all the judges, the conveyance was good; for where a thing was ſo granted to one, by ſuch a name as that, he could not be intended to be another perſon, this was good without any chriſtian name expreſſed; and as the caſe here was but one lord *Evers*, and therefore the other addition of knight though falſe, yet did not take away the deſcription of the true perſon to whom the conveyance was made. 1 *Bulſt.* 21. *Cro. Jac.* 240. *ſ.* 2.

But the ſafe way in the caſes of common perſons is, to name the parties, grantor or grantee, &c. by their names of baptiſm and ſurname. *Co. Litt.* 3. *a.*

For where a grant intends to deſcribe the perſon of the grantee by his proper name, and omits or miſtakes his chriſtian name or ſurname; commonly the deed is void, unleſs there be ſome ſpecial matter to help it.

And yet if the grant does not intend to deſcribe the grantee by his known name, but by ſome other matter, there it may be good, by a deſcription of the perſon without either name of baptiſm or ſurname. As *uxori J. S. Primogenito filio. Seniori puero. Omnibus filiis or filiabus, J. S.* &c. Co. Litt. 3. a.

A biſhop, by the name of biſhop of *London*, may take without any other name. *Co. Litt.* 3. *a.* *Perk.* § 55.

A grant to *J. S.* or *J. N.* is void for incertainty; and a delivery of the deed to one of them will not make it good. 11 *H.* 7, 13. *Perk.* § 56.

If I be known by the name of *Edward Williamſon*, and my name is *Edward Anderſon*, and lands are given to me by the name of *Edward Williamſon*, this is a good name of purchaſe. *Godb.* Caſe 17.

If a deed be made by or to *Joan B.* by the name of *Jane B.* or to *Jane* by the name of *Joan*, it is good, for they are one name. *Leon.* Caſe 204. *Sed cont.* if they were ſeveral names. *Ibid.*

If a man marries, and has children called by his name, and after he is divorced from his wife, yet the children by that name may have or take. So one that has a child before marriage uſually called by his name. 6 *Co.* 65. (*a*)

And

(*a*) *J.* had iſſue by *W.* before marriage, *A.* and afterwards married *W.* and made a feoffment in fee, and took back an eſtate to himſelf for life, *remanere inde Agnetæ fil' præd'. J. et W.*; and agreed that it is a good remainder without any averment that ſhe was known to be their daughter. In which it is to be obſerved, that, although by the common law ſhe was not their

And ſuch things as paſs by livery, as land, &c. notwithſtanding the deed of feoffment be made of that by a contrary name of baptiſm of the feoffee, it is a good feoffment, if livery of ſeiſin be made by the feoffor unto the feoffee; and it takes effect by the livery, and not by the deed. *Ibid.*

If one gives me a horſe by word, and makes a writing of the gift, either by a contrary name of baptiſm of him or me; this gift by word is good, but by deed is void. *Perk.* § 42.

So where land was given to a man and to *Margaret* his wife, and to the heirs of their two bodies, and her name was *Margery*, *but livery of ſeiſin was well executed*; this was held good, and that the wife and her heirs ſhould inherit accordingly. 2 *Bulſt.* 303. 1 *H.* 5, 8.

So if a deed of grant be to *W.* and *Emme* HIS WIFE, and her name is *Emelin*; *Bro. Name*, 9. or to *Alfred Fitz-James*, by the name of *Etheldred Fitz-James*. *Bro. Confirmation* 30. *Quære*, for book is *cont.*

If a grant be to *Ro.* earl of *Pembroke*, for *Henry*; or to *Jo* for *George* biſhop of *Norwich*; theſe are good grants. *Co. Litt.* 3. *a.*

A grant *Deo, et eccleſiæ* of ſuch a place, is not good at this day; becauſe there is not a perſon named that can take by force of this grant. So a grant to the churchwardens, without more, (*b*) or to three or four of a pariſh, not naming whom, or to one of the ſons of *W.* who has many ſons, is void for incertainty. *Perk.* § 55, 56, 31. 8 *Co.* 155. 11 *E.* 4. 2. *a.*

A grant to the wife of *J. S.* or *primogenito filio*, or to the ſecond ſon, or to the youngeſt ſon, or *ſeniori puero*, or *omnibus filiis*, or *filiabus J. S.* or *omnibus liberis J. S.* or *omnibus exitibus J. S.* or to the right heirs of *J. S.* (if *J. S.* be not then living, for if he be, it will be void, for there is not any ſuch perſon) (*c*) or to the next of blood of *J. S.* In theſe caſes the grants that are made to perſons by theſe words may be good, for the perſon is well enough deſcribed. *Bro. Donne* 17, 50. *Fitz. Donne* 1. *Co. Litt.* 3. *a.* *Perk.* § 52, 55, 56. 37 *H.* 6, 50.

So a deed or grant to the inhabitants or pariſhioners of *D.* (*d*) or to the commoners of ſuch a waſte, or to the lord or tenants of ſuch a manor, is not good. *Co. Litt.* 3, 10. *Cont. Bro. Donne* 17, 50. *Corpor.* 77.

their daughter, yet becauſe ſhe had colour by the eccleſiaſtical law, which ſays, *quod ſubſequens matrimonium tollit peccatum precedens*, this colour is ſufficient, in caſe of a conveyance, to make the remainder good. 6 *Co.* 65. 41 *E.* 3. 19. *a.*

(*b*) *Cont.* if to the churchwardens of ſuch a church, without naming of their names. *Perk.* § 55.

(*c*) But if a rent charge be granted to *J. S.* during his life, the remainder in fee to the right heirs of *T. K.* or leaſed for life, the remainder to the right heirs of *J. R.* and the deed is delivered to tenant for life, the remainder is good conditionally, *viz.* if *T. C.* and *T. R.* be dead when the remainders fall and leave heirs, they are good, otherwiſe not. *Perk.* § 52.

(*d*) The diſtinction ſeems to be between a gift of perſonal effects, and a feoffment, grant, or leaſe in fee for life or for years. *Vid. Bro. Tit. Donis* 50. *Feoff. ab uſes.* 29. 12 *H.* 7. 28.

So

So to the lord and his tenants bound and free. *Vid. Perk.* § 52, 55. 12 *H.* 7, 28. 37 *H.* 6, 30.

Yet churchwardens may take a gift of *goods* for church or poor.

A grant to the father and his ſon, without any other deſcription of him, although he has but one ſon, yet it is good. *Cro. El.* 10. *Quære,* where no ſuch caſe there. Father and ſon.

A grant to *John Holt*, who is a baſtard, uſually called by that name, is good, in caſe of the king or ſubject's grant. *Co. Litt.* 3. *a.* 6 *Co.* 65. *a.* 3 *Leon.* 69. Baſtard.

So to *J. H.* ſon of *J. H.* who is ſo in reputation only, is a good name of purchaſe. *Ibid.*

But if any ſuch grant of the king or ſubject be to him by the name of *John* the ſon of *Thomas*, without a ſurname, it is not good if he be a baſtard. *Ibid.*

One may not purchaſe by a chriſtian name only; if one therefore gives land to *T. Gray* his ſon, by him begotten on the body of *J. O.* and in truth *T. G.* is a baſtard, of the donor's begetting, begotten upon *J. O.* whoſe name was not *Jane Onwell*, but *Jane Funt*, but uſed to be called and known by that name; this is a good gift or grant by ſuch name, or by her right name. 3 *Leon. fol.* 49.

Puer may be a good name of purchaſer for a *male* or *female*; and yet if it be no ways cleared to the contrary, it ſhall *prima facie* be taken for a ſon. *Hob.* 32.

A grant to *J. S.* wife of *W. S.* whereas ſhe is ſole, is good.

A grant to one of the children of *W.* not naming or deſcribing which child, is void for incertainty, (*b*) *Bro. Donne* 31. 11 *E.* 4, 2.

But to the firſt ſon of *W.* without more addition, and *W.* has two ſons, this is certain enough, and a good grant. *Perk.* § 54.

But if a grant be to him or her that ſhall be the firſt child of *J. S.* and he has *no* child at the time of the grant, it is void. *Ibid.*

So if a grant be made to the wife or child of *J. S.* when there is no ſuch, it is void. As where a grant is to *J. S.* and to his firſt born ſon; or to *J. S.* and her that ſhall be his wife, and at the time of the grant he has neither wife nor ſon; in theſe caſes the grant is void as to the wife and ſon, and *J. S.* ſhall have all, by the grant (*c*) 1 *Co.* 100. *b.* 101. *a. Perk.* § 52, 54. for the rule is, that if an eſtate be limited to two, the one capable and the other not capable, he who is capable ſhall have the whole. 17 *E.* 3. *fol.* 29. 18 *E.* 3. 59.

If a leaſe be made for life, the remainder to the mayor and commonalty of *B.* and there is no ſuch corporation, this is not good. And although the king do after create ſuch a corporation, this will not make it good.

So a remainder limited to *John* the ſon of *J. S.* who has no ſuch ſon at that time, but afterwards has ſuch a ſon; this is not good.

(*b*) *Quære*, if *W.* has but one—*et nota* in the caſe referred to, the gift failed on the heir ſuggeſting that there was no ſuch perſon as *W. Vid.* 11 *E.* 4. *pl.* 2.

(*c*) *Sed* note, if a man makes a feoffment in fee, to the uſe of himſelf and his wife that ſhall be, and afterwards he marries, his wife ſhall take jointly with him. Lord *Pawlet's* caſe. *Dyer* 340. But the whole veſted at firſt in the huſband. 1 *Co.* 101.

A grant

A grant *seniori & dignissimo filio*, is void for incertainty.

A bargain and sale made to one by the name of a knight, who is not a knight, is good enough. *Cro. Jac.* 240.

If a grant be made by or to *Robert* bishop of *E.* and his name is *Richard* bishop of *E.* it is good. *Vid.* 1 *Bulst.* 21. *Perk.* § 36.

If a rent be granted to the right heirs of *J. S.* he being then alive, the remainder to *T. K.* the grant is void, because there is not any person who may take immediately, and the remainder cannot be good but in respect of the particular estate, if not in special cases. *Perk.* § 53.

And if a man seised of a rent-charge in fee grants it to a stranger for life, and the tenant of the land attorns, &c. and after by another deed the grantor grants the reversion of the same rent to the right heirs of *J. S.* he being then alive; this grant is void, because there is not any person that can take. *Ibid.*

But if *J. S.* had been dead at the time of the grant of the reversion, it had been otherwise. *Ibid.*

If *J. S.* has no son, and a grant be to them that shall be the first issue of *J. S.* whether they be son or daughter; it is void. *Perk.* § 54.

A grant to *W.* for life, the remainder to the first, second or third son, or to all the sons, or to all the daughters, or all the children of *W.* may be good; so with a remainder to him that shall first come to *St. Paul's* such a day, or to him that *W.* shall name in three days, if any one comes, or any one be named by him in the time, is good; *id certum est quod certum reddi potest.* *Perk.* § 56.

A lease for years to such a person as *W.* shall name, is not good; though a lease for so many years as *W.* shall name is. (*a*) *Moore*, case 911. *Arguendo* 3 *Bac. Abr.* 429.

Feme covert. A woman covert cannot take any thing by the gift of her husband, but she may purchase lands of others without assent of her husband, and this by her own right name. *Co. Litt.* 3.

If a corporation be made by the name of *majoris et burgensium burgi domini regis de Lynn Regis*, and a deed is made to them by the name of *majoris & burgensium de Lynn Regis*, leaving out *burgi regis*, it is good enough. 10 *Co.* 122, 123.

If one releases his common by the words *renunciavit communiam*, by this it may be released; but if he does not say to whom he renounces the common, it is void. *Plow.* 162. 9 *H.* 635. *pl.* 18.

If a lease be made to two, *habendum* to one of them, and to a third person not named in the deed, it will be void as to the third person, and the other two shall take by it. 3 *Leon.* 34.

If the variance between the deed and the true name of the corporation, be material or essential, either by omission, alteration or addition,

(*a*) But if a lease be made for so many years as the executors of the lessor shall name, this cannot be made good by any nomination; because to every lease there ought to be a lessor and a lessee; and the nomination which ascertains the commencement in such case not being appointed till after the death of the lessor, makes the lease defective in one of the main parts of it, *viz. a lessor*; and therefore of consequence must be void. And for the same reason in the principal case, the nomination ought to be made in the lifetime of the lessor, and not after his death. 3 *Bac. Abr.* 429.

whether

whether made to or by a corporation, the deed may be avoided: but if the variance be only literal or verbal, *in literis & ſyllabis* (*& non re & ſenſu*) ſo that the ſenſe by the expreſs words remains, or by neceſſary implication, and the deſcription of it imports a ſufficient and certain demonſtration of the true name of the corporation, according to the foundation, ſuch nice and curious miſnomers ſhall not avoid a deed. 11 *Co.* 20. 10 *Co.* 103. *Vide ſupra.*

And where a corporation has divers names, as ſome of the antient corporations have, it may give or take by either of its names. 10 *Co.* 103.

If an obligation be made to a corporation named *abbas monaſterii beatæ Mariæ*, by the name of *abbati monaſterii beatæ Mariæ extra muros civitatis Ebor'*: yet becauſe in truth the abbey was within *York*, though it was *extra muros*, it was held good. *Et ſic de ſimilibus.* As in a deed of grant to *Chriſt church in Oxford*, named *eccleſia Chriſti in univerſitate Oxoniæ.* Quere where is this caſe.

SECT. VIII.

Of the Things to be contracted for, granted or conveyed.

7. A thing to be contracted for.

THE ſeventh thing incident to a good deed is *a thing to be contracted for*; therefore it may be neceſſary to make a regular diviſion of things, and then ſhew which of them may be conveyed or contracted for, and by what means.

(A) *The Diviſion of Things.*

Eccleſiaſtical or temporal.

AS to the diviſion of things, they are (1ſt) either *eccleſiaſtical* or *ſpiritual*, (2d) *temporal* or *lay*. *Hale's Anal. p.* 55. 23.

Eccleſiaſtical in their nature.

Firſt, Eccleſiaſtical or *Spiritual Things*, are ſuch as are ſo either, (1ſt) *their own nature*, or (2d) *in their uſe.*

I. *Eccleſiaſtical things in their own nature*, are either (1ſt) *dignities*, or (2d) *beneſices.*

Eccleſiaſtical dignities are of two kinds; (1ſt) *ſuperior*, as *archbiſhopricks, biſhoprics*; or (2d) *inferior*, as dignities in cathedral churches, *viz. dean, chancellor, præcentor*, &c.

And *eccleſiaſtical beneſices* are likewiſe of two kinds; (1ſt) *with cure*, as parſonages, vicarages, &c. Or (2d) *without cure*, as prebends, eccleſiaſtical hoſpitals, &c. *Hale's Anal. p.* 65. § 25.

In their uſe.

II. *Eccleſiaſtical things in their uſe*, are churches, chapels, churchyards, &c. which are (1ſt) *parochial*; or (2d) *not parochial*, as chapels of eaſe.

Temporal.

Secondly, Temporal or *Lay Things*, are of two kinds; (1ſt) ſome are *juris publici*; and (2d) ſome are *juris privati.*

Juris publici.

I. Thoſe things that are *juris publici*, are ſuch as, at leaſt in their own uſe, are common to all the king's ſubjects; and are of theſe kinds, *viz.* 1ſt. Common highways. 2d. Common bridges.

3d. Common rivers. 4th. Common ports, or places for the arrival of ships.

Juris privati. II. Thoſe things that are *juris privati*, are of two kinds; (1ſt) *things real*; and (2d) *things perſonal*. *Hale's Anal. p.* 55. § 23.

Things real. *Things Real* are of two kinds; (1ſt) *corporeal*; and (2d) *incorporeal*.

Corporeal things real, are ſuch as are manurable; and they again are of two kinds; *ſimple* and *aggregate*.

Corporeal. *Things corporeal* which are *ſimple*, are generally comprehended under the name of *lands*; which are yet diſtributed into ſeveral kinds, according to their ſeveral *qualifications*, and accordingly are demandable in writs; as, a *meſſuage*, a *cottage*, a *mill*, a *toft*, a *garden*, an *orchard*, *arable land*, *meadow*, *paſture*, *wood*, *marſh*, *moor*, *furze* and *heath*, and divers other appellations.

Things corporeal which are *aggregate*, are ſuch as conſiſt of things of ſeveral natures, whether they be *all corporeal*, or the *principal part corporeal*, but the other part *incorporeal*; becauſe that part which is *corporeal* in them, gives it the denomination of *corporeal*; and they paſs without deed, for the moſt part, as things corporeal do, and are of ſeveral kinds, *viz.*

1ſt. *Honours*, conſiſting of many *manors*.

2d. Manors, conſiſting of, 1ſt. *things corporeal*, as demeſnes; and 2d. *things incorporeal*, as reverſions and ſervices. *Manors* are of two ſorts; *manors in right*, and *manors in reputation*, (1ſt) *manors in right*, where there are demeſnes and freeholders. And (2d) *manors in reputation*, as conventionary or cuſtomary manors, conſiſting of copyholders only.

3d. *Rectories*, conſiſting of *glebe* and *tithes*, which are not only eccleſiaſtical, but are often temporal or lay.

4th. *Vills*, *hamlets*, *granges*, *farms*, &c. are a kind of corporeal things aggregate, for they conſiſt of houſes, lands, meadows, paſture, woods, &c.

Incorporeal. *Things incorporeal*, are of a very large extent, but may be reduced into two kinds; (1ſt) *things incorporeal in their own nature*; or (2d) *things incorporeal not in their own nature*.

Things incorporeal in their own nature, are of very great variety, and hardly reducible into general diſtributions; but moſt of them follow, *viz.*

1ſt. *Rents* reſerved or granted; as rent-ſervice, rent-charge, rent-ſeek.

2d. *Services perſonal incident to tenures*; as homage, fealty, and knights-ſervice.

3d. *Advowſons* of all ſorts, *donative or preſentative*.

4th. *Tithes* of all ſorts, *perſonal*, *predial*, and *mixed*.

5th. *Commons* of all ſorts, as common of *eſtovers* and of paſture, *appendant* and *appurtenant*; for cattle certain, and for cattle *ſans* number, *ſeparabilis paſtura*.

6th. All kinds of *proficua capienda in alieno ſolo*: as herbage, pawnage, &c.

7th. All kinds of *penſions*, *proxies*, (procurations) &c.

8th. *Offices* of all ſorts.

9th.

9th. *Franchiſes* and *liberties* of all ſorts; (1ſt) ſuch as are the *flowers of the crown*, and part of the king's royal revenue; as waifs, ſtrays, felons goods, goods of perſons out-lawed, priſage, wreck, treaſure-trove, royal fiſh, royal forfeitures, fines, iſſues, amerciaments, foreſts, &c. (2d) ſuch as are not parcel of the king's royal revenue, but either lodged in him, or created by him; as counties palatine, markets, fairs, tolls, courts-leet, hundred courts, liberty to hold pleas, returns of writs, bailiwick of liberties, warrens, ferries, and the like.

10th. *Villeins*.

11th. *Dignities*, as dukes, marquiſſes, earls, viſcounts, barons, &c.

Things incorporeal not in their own nature, are ſo called in reſpect of the degree or circumſtance wherein they ſtand, as *reverſions*, *remainders*, *the* eſtate *of lands conſidered diſtinctly from the lands themſelves*.

The *common incident* of theſe *incorporeal real things temporal* is, that they do not paſs from one to another *without* deed. *Hale's Anal.* 59. § 24.

Things perſonal, are of two kinds; (1ſt) things in *poſſeſſion*, or (2d) things in *action*. Things perſonal.

Things perſonal in poſſeſſion, are money, jewels, plate, houſehold-ſtuff, cattle of all ſorts, emblements, &c.

Things perſonal in action, are (1ſt) *debts*, due either by contract, or by ſpecialty, by deed or obligation, or by recognizance. (2d) *Goods*, whereof the party is diveſted, or out of poſſeſſion. (3d) *Rights of damages uncertain*, as covenants broken, &c. (4th) *Legacies* not paid or delivered. (5th) *Perſonal things in contingency*, as accounts, and many more. Alſo *annuities*, which are *partly in poſſeſſion*, for they are grantable over; and *partly in action*, becauſe not recoverable but by action. *Hale's Anal. p.* 55. § 23.

(B) *What Things may be contracted for or conveyed; and by what Means or Inſtrument.*

AS to what things may be conveyed, it is intended now to ſhew not only what may be conveyed, but when the conveyance may be without deed, and when it muſt be by deed; and if ſo, by what deed, &c.

1. There are ſome things that are grantable not only at firſt, and *de novo*, but afterwards *in infinitum*; and ſome things are grantable at firſt, but are not afterwards grantable over to another man.

2. There are ſome things that are grantable by any man and to any man whatſoever; and there are ſome things that are grantable only by the king to a ſubject, and not by one ſubject to another.

3. There are ſome things that are grantable alone, and by themſelves, or with other things: and there are other things that are not grantable, but with ſome other thing to which they belong and are appendant: as a court-baron to a manor, common appendant, and com-

mon of eſtovers to a houſe, which is *ratione tenementi.* (a) 5 *H.* 7. 7. *Perk.* § 104. *Bro. Tit. Chemyn.* 14.

4. There are ſome things that are grantable by or without a deed, by word of mouth only; and there are other things that are not grantable otherwiſe than by deed.

5. And there are ſome things alſo in their own nature that are grantable; yet in reſpect of the eſtate and property that the owner has in them are not grantable: as for example,

Things that lie in livery, as honours, &c.

1. All *corporeal* and *immoveable things*, ſuch as are ſaid to *lie in livery*, as *honours*, *iſles*, *villages*, *manors*, *meſſuages*, *cottages*, *lands*, *meadows*, *paſtures*, *woods*, *advowſons*, *moors*, *marſhes*, *furzes*, *heaths*, *mines*, *quarries*, and the like; and ſome *incorporeal things* that are incident and appendant to them, are grantable from any man to another man in fee-ſimple, fee-tail, for life or years at firſt, and tranſmiſſible and aſſignable afterwards by the grantee thereof *in infinitum*, at pleaſure.

All perſons (*b*) and bodies, except corporate bodies, may convey any thing that lies *in livery*, as manors, &c. in fee-ſimple, fee-tail, for life or years, to a ſubject, as well without, as by a deed, (*c*) but nothing may

(*a*) Therefore a way appendant to a manor or to a houſe by preſcription cannot be turned into a way in groſs, becauſe none can take advantage of ſuch a way unleſs he be owner of the manor or houſe to which the way is appendant. *Bro. Tit. Chemyn.* 3. 14. 5 *H.* 7. 7.

(*b*) A feme covert cannot leaſe but by deed. But a count of leaſe by baron and feme without mentioning any deed, will be good. *Cro. Eliz.* 481, 482. *Wynch.* 34. The law is the ſame as to a grant of an advowſon, by deed after verdict; for being a perfect grant it muſt be intended the evidence was proper. *Hutton* 54.

(*c*) Where a thing cannot *commence* without deed, as a grant of a rent charge, rent ſeck, and the like, theſe cannot paſs from the grantee or donee to another but by deed, and by the ſame rule that which ought to paſs by grant or deed, cannot be ſurrendered without deed. But if lands be granted by deed for term of life, they may be ſurrendered without deed, although the firſt grant be made by deed, becauſe the grantee's eſtate in the land is not the better in reſpect of that, for it paſſed by the livery and ſeiſin, and livery and ſeiſin are ſufficient to make an eſtate for life without deed; therefore a ſurrender in this caſe by parol by agreement of him to whom it is made is good, becauſe the firſt grant would have been good without deed. 19 *H.* 6. 33. *b. pl.* 67. *Plow.* 150. *ſed vide ſtat.* of *Frauds* and *Perjury*, 29 *Car.* 2. *c.* 3. *ſec.* 1, 2, 3. which enacts, "that all leaſes, eſtates, intereſts of freehold, or terms of years, or any uncertain intereſts of, in, to, or out of any meſſuages, manors, lands, tenements, or hereditaments, made or created by livery and ſeiſin only, or by parol and not put in writing and ſigned by the parties ſo making or creating the ſame, or their agents thereunto lawfully authoriſed by writing, ſhall have the force and effect of leaſes and eſtates at will only, and ſhall not either in law or equity be deemed or taken to have any other or greater force or effect, except a leaſe not exceeding the term of three years, &c. And that no leaſes, eſtates, or intereſts either of freehold or terms years, or any uncertain intereſt, not being copyhold or cuſtomary intereſt of, in, to, or out of any meſſuages, manors, lands, tenements, or hereditaments ſhall be aſſigned, granted, or ſurrendered, unleſs it be by deed or *note in writing* ſigned by the party ſo aſſigning, granting or ſurrendering the ſame, or their agents thereunto lawfully authoriſed by writing, or by act and operation of law." The effect of which clauſes ſeem to be, to render the transferring intereſts in lands by ſigns, ſymbols, and words

may be given or granted to the king by a ſubject by word or deed; but it muſt be by ſome matter of record. 4 *H.* 7. 17. *b. pl.* 7. 16 *H.* 7. 3 *b.* *Plowd.* 150.

It is a rule, that all manner of eſtates in fee-ſimple, fee-tail, for life or years, and for years preſent and to come in land, or the profits thereof, are capable of alienation either by or without deed.

An eſtate for life or years of land may be made by word of mouth, without a deed: but where it is an eſtate for life, there it muſt be (if it be in poſſeſſion) with livery; if of a reverſion, there muſt be an attornment to perfect it. *Moore*, caſe 31. *Cro. Car.* 33. *Cro. Jac.* 122. *ſed vide* 29 *Car.* 2. *c.* 3.

But if I leaſe land for life or years to one, the remainder in fee to a ſtranger without a deed, this is good for the remainder alſo, if livery be made to the tenant for life or years. *Perk.* § 61. *Cro. Jac.* 122.

A grant of land, *& unum ovile, Anglice* a ſheep-walk, *cum pertinentis* in *D.* is good, without a deed for the ſheep-walk. *Cro. Jac.* 509.

A. deviſes, that his executors ſhall ſell his land; the executors may ſell without deed, for the vender will be in by the will. 1 *Leon.* caſe 38.

Bodies corporate or politic may not give or grant any of the lands, belonging to their corporations, otherwiſe than by deed. *Perk.* § 64. *ſed vide* 4 *H.* 7, 17. *b* 7. 21 *E.* 4, 19. Corporations, lands, &c.

But goods and chattels they may grant by deed or without deed, as other men may do. *Ibid.*

The grant of a monopoly is not good, 11 *Co.* 84—88. Monopoly.

A feoffment may be of a moiety, third, fourth, or fifth, or other certain part of a manor, or of land, and by the name of a third, fourth, fifth, or other certain part, and good by parol. (*a*) *Co. Litt.* 90. *b.* Moiety, third or fourth part of land.

So

words only ineffectual, and to make it neceſſary in all caſes where any intereſt in lands is transferred (except where eſtates are affected by act or operation of law; as where a man is intitled, as tenant by the curteſy by virtue of his marriage, or where an old leaſe is virtually ſurrendered by accepting a new one) that there ſhould be ſome writing under the hand of the party, thereby to render the tranſaction of notoriety. But the ſtatute ſtill leaves it in the election of the party, in caſes where, previous thereto, a deed was not neceſſary to give effect to a tranſfer, to leaſe, convey, &c. or releaſe, ſurrender, &c. in like manner as the party might have done before the ſtatute, provided the tranſaction be accompanied by a note in writing, ſigned by the perſon conveying, ſurrendering, &c. And previous to the ſtatute 23 *Geo.* 3. *c.* 58, *ſec.* 1. there was no occaſion for any ſtamp duty upon ſuch a note. But ſee that ſtatute. *Magennis* leſſee of *Cloſe* v. *Macullogh.* *Gilb. Rep. Eq.* 235. *Farmer* on dem. of *Earl* v. *Rogers.* 2 *Wilſ.* 26.

(*a*) But if a man be ſeiſed of a manor whereunto an advowſon is appendant, and makes a feoffment of three acres, parcel of the manor, together with the advowſon to two, to have and to hold the one moiety, together with the moiety of the advowſon to the one and his heirs, and the other moiety together with the other moiety of the advowſon to the other and his heirs; this cannot be good without deed: for the feoffor cannot annex the advowſon

So a grant of a third or fourth part of tithes, and the like. *Dyer* 84. *b.*

Things that lie in grant, as rents, &c.

2. And all *incorporeal things*, such as are said to *lie in grant*, as *rents*, (*b*) *services*, *annuities*; and of these not only such as are reserved upon any estate made of land, but such as are granted out of lands, seigniories, commons, terms for years, (*c*) vicarages, advowsons in gross, estovers, dignities, ways, waters, fishings, franchises, ferries, leets, waifs, estrays, and some offices. All these and the like things are grantable by one man to another in fee-simple, fee-tail, for life or for years at first, and *de novo*, and are also grantable and assignable over, *in infinitum*, unless there be a special proviso in the deed to the contrary But these things may not be *granted* otherwise than by deed. *Co. Litt.* 144. *Perk.* § 87, 91, 103. *Bro. Grant* 3. 3 *H.* 6, 20. 9 *H.* 6, 12.

And if a man has a rent reserved on a particular estate, he may grant over parcel of it.

A grant of an acre of land covered with water, is good. *Co. Litt.* 4.

Any man that has any estate in fee-simple, fee-tail, for life or years, in any land, &c. or profit apprender out of it, may convey it over from man to man *in infinitum*.

And he that has any such estate may charge it with rent, or otherwise at his pleasure.

An estate at will is not grantable over.

Some things are so intire, that they cannot be severed by grant; as if one holds three acres of land of me by 12*d.* rent, and I grant the services of the third acre; this grant is void; for he must have all or none.

But if one holds land of me by homage, fealty, and a certain rent; I may grant the rent, and keep the seigniory. *Fitz. Grant.* 19.

Such things as lie in grant, and not in livery, generally may not, in their first creation, nor afterwards by way of grant or assignment, be given or granted by one man to another in fee-simple, fee-tail, for life or years, otherwise than by deed, except in some special cases. *Perk.* § 60.

If the lord will grant his rent or service of his tenants to a stranger, or release them to the tenants themselves, it must be done by deed. *Perk.* § 63.

If there be lord and tenant by fealty, and the service of yielding the tenth sheaf of corn before it be sowed; this service may not be granted by the lord for years without deed, unless it be in case of partition, exchange, dower, or the like.

A partition between tenants in common *upon the land* is good without deed, for it amounts to a livery; *contra* of jointenants. *Cro. Eliz.* 95.

Rents or services may be given or granted in case of a partition, by one coparcener to another, to make an equality of partition, without

son to those three acres and disannex it from the rest of the manor without deed. *Co. Litt.* 190. *b.* *Dyer* 48. *b pl.* 2, 9. *Doderidge* on *Advowsons*, 30.

(*b*) A man may have a rent by prescription. *Co. Litt.* 144. *a.* But rent cannot be reserved out of rent.

(*c*) Rents before seisin thereof and terms for years before the time of their commencement in possession may be granted over. *Perk.* § 91.

deed;

deed; and ſo may a rent be aſſigned to a woman out of the land whereof ſhe is dowable, &c. without deed, but it muſt be for no leſs eſtate than for life; but generally in other caſes ſuch things as lie in grant may not be granted, nor may they be ſurrendered but by deed. *Hob.* 153. *Co. Litt.* 169. *a.* 338.

Common of paſture is grantable in fee-ſimple, in tail, for life or years, from man to man *in infinitum*. 2 *Roll.* 45. *l.* 46. *Com. Dig. Tit. Grant. C.* Common of paſture, turbary, fiſhing, eſtovers, &c.

A common in groſs and without number or eſtovers or corrody uncertain, granted to a man and his heirs, is grantable over, for the word heirs implies aſſignees. 2 *Roll.* 46. *l.* 3. *Com. Dig. Tit. Grant. C.* 21 *E.* 4. 84. *Perk.* § 103.

But common for life or years without number, or eſtovers or corrodies uncertain, are not grantable. *Perk.* § 103. *E.* 4, 17. But 2 *Roll.* 46. *pl.* 16. This caſe is put as to common with a *quære*.

But if it be a common for a certain number of beaſts, although the grant be not to him and his aſſigns, yet it is aſſignable. *H.* 16 *Jac. B. R.*

But for common appendant to land for all his beaſts levant and couchant upon the land, and common of eſtovers to burn in a houſe certain; theſe things are not grantable, without the land or houſe itſelf to which they are appendant. *Cro. Jac.* 15. *Plowd.* 381.

But a grantee of a common for beaſts certain, or of a corrody certain, or of eſtovers certain, or of any manner of common certain, or of an advowſon, or of a villain, or of a rent, or the like, may grant it over, although it be not granted to him and his aſſigns. *Perk.* § 103. *Cro. Jac.* 15. *et videſupra.*

A grant of common, of paſture, of eſtovers, turbary, fiſhing, and the like, muſt be by deed, and not without, unleſs it be in caſe of partition, or of appendancy, as incident to ſome corporeal thing.

Therefore if a grant be made to me by word of mouth of common for twenty beaſts in his manor, it is not good; nor may I grant this over to another, unleſs it be by deed.

But if one has common of paſture appendant or appurtenant to his land, he may make a feoffment of his land with the common appendant or appurtenant thereto by word of mouth only, and without deed. *Perk.* 61. 15 *H.* 7. 8. *a. pl.* 1. 2 *Roll.* 63. *pl.* 24.

Common appurtenant in land may paſs by a grant of the land *cum pertinentiis*, without any deed at all; as land may with an advowſon, and a rectory with tithes. *Cro. Jac.* 519.

A grant of common, or of a ſheep-walk, in the nature of common, may not be deviſed without a deed.

Except in *Norfolk*, where a ſheep-walk is known by the name of land, there it may paſs without a deed. *Cro. Jac.* 519. *Quere.*

A way over another's ground, either *de novo*, or in being, may not be granted otherwiſe than by deed. 2 *Cro.* 189, 190. A way.

If the ground to which the way belongs be leaſed the way will paſs, although it be not named, and without the words *cum pertinentiis*. Cro. Jac. 189, 190. (*a*)

Reverſions

(*a*) Note, the court took a difference between a grant of land, with common of eſtovers to be burnt there, and land with a way; for it was ſaid that if

Reverſions and remainders.

Reverſions and remainders of land are grantable by deed from man to man, *in infinitum* in fee-ſimple, fee-tail, for life or years. 2 *Roll. Abr.* 62. *G.* 1.

And if I have a tenant for life of three houſes, I may grant the reverſion of two of them.

And if I have the reverſion of three houſes, and four acres of land, I may grant the reverſion of two houſes, and of two acres of land. *Perk.* § 73.

And a contingent remainder, although it be barrable by recovery, &c. yet it is not grantable. *Fearne Cont. Rem.* 289.

And if a grant be to *J. S.* of land for years, the remainder to the right heirs of *J. D.* this remainder is not grantable ſo long as *J. D.* ſhall live. *Perk.* § 73.

But if tenant in tail be of an acre of land, the remainder to his own right heirs, he may grant this remainder. *Perk.* § 88. (*a*)

Reverſions and remainders cannot be ſurrendered, otherwiſe than by deed. *Co. Litt.* 338.

Such hereditaments as are tranſitory, and lye in grant, and not in livery, as reverſions and remainders expectant or dependant upon particular eſtates, may not be granted but by deed; for it is a rule, that a reverſion or remainder may not be granted in fee-ſimple, fee-tail, or for life, without a deed, unleſs where it is parcel of a manor, or upon a partition by one coparcener to another. *Perk.* § 61. *Plowd.* 150.

If a leaſe be made of land, or the like thing, for life or years, with a remainder over in fee ſimple, fee-tail, or for life, this may be good without any deed in writing for the remainder if livery of ſeiſin be made to leſſee for life or years: for ſeeing that the remainder takes effect by livery there needs no deed. And yet this remainder is not grantable over to another without a deed. *Perk.* § 61. *Litt. Sec.* 60. 12 *H.* 4, 20.

But a reverſion may be granted for years without deed: as if a leſſee for twenty *years* makes a leaſe for ten *years*, he may grant the reverſion without a deed: But in this caſe, if there be a rent reſerved, there muſt be a deed, and alſo an attornment of the tenant, or the rent will not paſs. 3 *Leon.* Caſe 368.

So in all caſes where a reverſion is granted, although it be by deed, yet attornment muſt be had to it. (*b*) *Cro. Jac.* 122.

W. tenant

if he lets the land the common of eſtovers will not paſs without a deed and *expreſs words* therein, becauſe theſe are profits *apprender* in another's ſoil, and not of neceſſity, but the land cannot be uſed without a way.

(*a*) The reaſon of this diſtinction is, that the former is a contingent intereſt, and ſo cannot be granted over, the latter a veſted remainder executed in tenant in tail.

(*b*) Attornment is no longer neceſſary; for the ſtatute 4 *Anne*, *c.* 16. *ſec.* 9. enacts that all grants or conveyances by fine or otherwiſe of any manors or rents, or of reverſions or remainders, ſhall be effectual without the attornment of any of the tenants; but it is provided thereby that no tenant ſhall be prejudiced by payment of rent to any grantor or conuſor, or by breach of any condition for non-payment of rent before notice ſhall be given to him of ſuch grant by the conuſee or grantee. And by ſtat. 11 *Geo.* 2. *c.* 19. *ſec.* 11. reciting that the poſſeſſion of eſtates is rendered very precarious by

the

W. tenant for life, remainder to *A.* and *B.* ſons of tenant for life for three lives, *B.* purchaſes the reverſion. *W.* and *A.* his ſon ſurrender to *B.* without deed, the ſurrender is void; for if ſuch ſurrender were good, it muſt firſt be the ſurrender of him in the remainder which cannot be without deed. And it cannot be the ſurrender of the firſt tenant for life to him in the remainder; for there is no word of ſurrender between them: *Cro. Eliz.* 269. 9. *Sed. vid. Poph.* 137, 138. where it is ſaid per *Doderidge*, that tenant for life and he in reverſion together may ſurrender to him in the reverſion; but this ſhall inure as two ſeveral ſurrenders, firſt of him in remainder to the tenant for life, and then by the tenant for life to him in the reverſion.

So if there be tenant for life, the remainder for life, the reverſion in fee, and he in remainder for life gives his indenture of demiſe, with the aſſent of the firſt tenant for life, upon the land to a ſtranger in the abſence of the leſſor, and ſays, that he ſurrenders to him in reverſion. *Quere*, if this be a good ſurrender. *Montague* and *Haughton* agreed that it was, though without deed, becauſe the eſtate had its beginning without deed, but *Doderidge* and *Croke contra*, for by *Croke* the eſtate of him in poſſeſſion is an eſtoppel to the ſurrender, ſo that it cannot be without deed. But it was held, that tenant for life in remainder might ſurrender his eſtate without deed, where his eſtate begins without deed; but that he might not grant it over without deed. *Poph.* 137. 19 *H.* 33. 14 *H.* 7. 3.

An *intereſſe termini*, which is a leaſe for years to commence *in futuro*, grantable to another before the term begins, whether it be a leaſe of the land itſelf, or any profit apprender out of it. *Co. Litt.* 46. *Perk.* 91. *Intereſſe termini.*

A man may grant common or rent, though a ſtranger takes the rent or uſes the common; for he ſhall not be out of poſſeſſion but at his pleaſure. *Perk.* § 98.

The intereſt and eſtate that a man has by extent upon an execution is grantable over.

A. was indebted to *B.* 2000*l.* upon a ſtatute. *B.* makes his wife his executrix, and dies. She marries with *J. S.* who is indebted to the king by bond in the court of wards; *J. S.* and his wife by deed inrolled aſſigned the ſtatute to the king for payment of the debt. And held good. *Cro. Jac.* 524. *contra*, of aſſignment of a debt from a common perſon to a common perſon; for there cannot by law be any aſſignment made by a common perſon of his debt. *Cro. Jac.* 180. But otherwiſe it is in equity.

Trees are grantable by tenant in fee-ſimple; and the grantee may take them after the death of the grantor; as if a grant be of ten loads of wood

Things annexed to a freehold, trees or wood.

the frequent and fraudulent practice of tenants, in attorning to ſtrangers, who claim title to the eſtates of their reſpective landlords or leſſors, who are thereby put out of the poſſeſſion of their reſpective eſtates, and put to the difficulty and expence of recovering the ſame by action at law: it is therefore thereby enacted, that all ſuch attornments ſhall be void, and the poſſeſſion not altered: but it is thereby provided, that the ſaid act ſhall not extend to affect any attornment made purſuant to any judgment at law, or decree or order of a court of equity, or made with the privity or conſent of the landlord or landlords, leſſor or leſſors, or to any mortgagees after the mortgage is become forfeited.

wood in a wood, or of three acres of wood towards the north ſide thereof, it is good.

And if one grants to another certain *cords* of wood by the aſſignment of the grantor, the grantee before the aſſignment may grant or aſſign this over: And therefore if the grantor before aſſignment grants to another ſo much wood in the ſame place as to make 6000 cords at the election of the grantee, and after the grantor makes an aſſignment according to the firſt grant to the aſſignee thereof, who cuts the wood, and the ſecond grantee takes it away, the firſt grantee may have treſpaſs againſt him for it. *Moore*, Caſe 955. 5 *Co.* 24.

Corn on the ground, trees on the ground, and fruit of the trees ſtanding on an eſtate in fee-ſimple, fee-tail, or for life, are only looked upon as a chattel perſonal; and therefore I may grant them away *without deed*, although not ſevered. *Perk.* § 57, 59. *Hob.* 132.

If a man gives me trees growing upon his land, the gift is good without deed. *Perk.* § 57.

But if tenant in tail gives me a tree growing upon the land and dies before I have cut it down, and the iſſue enters into the land where the tree is growing; if I cut down the tree, he may have an action of treſpaſs, becauſe the tree is annexed to the freehold, and by the gift becomes of the nature of the land.

But if the donor of the tree had been ſole tenant of the land in fee-ſimple in his own right, it had been otherwiſe. *Perkins* 58.

But if tenant in tail gives me his corn growing upon the land, and dies before I have ſevered it from the land; I may afterwards ſever the corn and take it, becauſe the executors of the tenant in tail would have been intitled to it. *Perk.* § 59.

Timber of a houſe.

If a man be ſeiſed in fee of a houſe, he may give or ſell the timber, ſtone, or other materials thereof, and the donee or grantee may take it after the donor's or grantor's death. And this may be without deed. For theſe are chattels. *Perk.* § 57.

Veſture or herbage.

A man may grant the veſture or herbage, that is, the graſs on the ground, and not the ground itſelf, but ſuch grant muſt be by deed. *Noy* 54. 17 *E.* 4 6. *Bro. Donne* 40.

Franchiſes.

Franchiſes, as views of frankpledge, perquiſites of courts-leet, conuſance of pleas, fairs, markets, felons, goods, waifs, eſtrays, hundreds, ferries or paſſages, warrens, and the like things, are grantable in their firſt creation, and afterwards grantable over from man to man *in infinitum*. 15 *H.* 7, 8. *Co. Litt.* 338. *Plowd.* 150. 2 *Roll.* 46. *l.* 12. 15. *Com. Dig.* 51. *Tit. Grant c*

The profits of a mill, ferry, corrody, county, and the like, are not grantable without a deed. *Ibid.*

Fairs, markets, warrens, and ſuch like things, or the profits thereof, are not grantable otherwiſe than by deed. *Ibid.*

A privilege to hold land without impeachment of waſte, cannot be granted without a deed. *Ibid.*

Advowſons.

Advowſons (it is ſaid) are grantable in fee-ſimple, for life or years, from man to man, *in infinitum*.

But if in groſs they cannot be granted nor ſurrendered otherwiſe than by deed. (*a*) *Ibid.*

(*a*) But after verdict the grant ſhall be intended to have been by deed. *Wyndh* 34.

And

And the grantee of the grantee of an advowſon is to have both his own and the original deed in court; but in caſe of a partition between parceners, an advowſon is grantable without deed. So where it is incident to a manor or parcel of land, by the name of the manor or land, it may paſs without deed. *Dyer* 29. *pl.* 129. 1 *H.* 199. 21 *E.* 3 38. *Plowd.* 150. 9 *E.* 4. 47. *Winch.* 34.

Rectories, tithes, and a portion of tithes, are grantable from man to man *in infinitum*, (*b*) *Brownl.* 98. *Perk.* § 90. *Stat.* 32 *H.* 8 *c.* 7. *Co. Litt.* 538. *Ibid.* 2, 11. But a parſonage or rectory, although it conſiſts of nothing but tithes, beſides the church and church-yard, and although it has no houſe or glebe belonging to it, yet it may be granted without a deed in fee-ſimple, fee-tail, for life or years, and there the tithes and offerings may paſs as incident. 19 *H.* 8. 12. *Brownl.* 98. 2 *Brownl.* 11. 2 *Roll. Abr.* 63, 15. *Hutton* 54. Parſonage rectories, tithes, and a portion of tithes.

(*b*) In reſpect to contracts concerning tithes the law at preſent ſeems to ſtand thus:

Firſt, Tithes cannot be paſſed by way of grant or leaſe, from a grantee thereof, without deed. 1 *Roll's Rep.* 174.

Secondly, No grant or leaſe of tithes from the original proprietor is good, *qua* ſuch, without deed,—and if not ſhewn to be by deed, that will be a good exception after verdict. *Cro. Jac.* 613. *Sed quære* as to the latter propoſition. *Et vid. ſupra.* note *a.*

Thirdly, But a grant or leaſe of tithe to a pariſhioner, for a year without deed, may take effect, though in the form of a leaſe, under the notion of being an agreement to be diſcharged from tithes, which is an agreement in way of contract by retainer, and not as a leaſe. *Cro. Jac.* 137. *Bunb.* 2. *cont.* 1 *Roll. Rep.* 174. And *quære* if ſuch a leaſe or grant for a year by parol, would not be good to a ſtranger, and might not take effect *quaſi* by way of ſale; that is the tithes for a year, as due and to be paid, paſs in intereſt, if the contract were executed? *Palm.* 377. 1 *Freeman* 235. But it ſeems that in either caſe it ſhould be pleaded according to its operation, as an agreement by way of retainer or as a ſale, not as a leaſe conveying an intereſt. *Vid. Yelv.* 131, 132.

Fourthly, Neither a leaſe or grant of tithes to a pariſhioner or to a ſtranger for years or life is good, *qua* ſuch, unleſs it be by deed. And ſuch an agreement or contract that goes in diſcharge of payment of tithes during the parſon's life or for years, is ſaid not to be good without deed; for it founds by way of leaſe. *Cro. Eliz.* 188, 249. *Cro. Jac.* 137. *Sed vide Palmer* 377. Such an agreement for life of the parſon held binding in favour of the executors of the pariſhioner, on the ground of the parſon's having remedy by action on the caſe on the foot of the compoſition, and that the leſſee at will of the executors ſhould take advantage thereof as aſſignee in reſpect of the conſideration for which the parſon had a remedy. But it was there held that the tithes did not paſs in intereſt, the agreement being by parol, but only by way of retainer. *S. L. Cro. Jac.* 668, 669. *Levinz* 24. Sir *T. Raym.* 14. *Skinner* 113. 2 *Leon.* 73. And according it is ſaid *Noy* 121. and *Yelv.* 94. that a grant by a parſon to his pariſhioners of tithes by way of retainer by parol, is good, if for *years*—for that it founds not in intereſt by way of contract, but only by way of diſcharge, and is in the nature of a perſonal compoſition that may be made by parol without deed. But if the pariſhioner, with whom ſuch contract is made, aſſign over the benefit of his contract, his aſſignee ſhall not have the benefit of it; becauſe no intereſt is transferred by the contract, for it operates as a perſonal bond between the parſon and pariſhioner which reſts in perſonal privity of contract, and does not extend to a ſtranger.—This queſtion as to ſuch contract extending to a ſtranger was the real point in *Cro. Eliz.* 188, 249.—*S. L. Yelv.* 132. *Owen* 103.

For more on this ſubject, *vid.* 2 *Roll. Abr.* 63. *Bacon's Abr. Tit. Tithes. Y.*

But

But tithes alone, or a portion of tithes, oblations, mortuaries or obventions, are not grantable by themſelves without a deed; and therefore a leaſe parol of tithes, although it be for years, is not good. 19 *H.* 8. 12, 1 *Brownl.* 98. 2 *Brownl.* 11.

Tithes may paſs for years by way of agreement without a deed, but by way of leaſe they will not paſs otherwiſe than by deed. And yet a leaſe for one year may be made of tithes by word of mouth. *Godb.* Caſe 149. *Cro. Eliz.* 188, 249.

A parſon of a church may grant his tithes from year to year, or for years, to the pariſhioners themſelves, or to ſtrangers. *Hob.* 132.

He may grant all the wool he ſhall have for tithe in ſuch a year. *Hob.* 132.

Or all his tithe of lambs or ſheep, or other tithe, as one may grant his deer or conies in his ſoil. *Noy* 121. *Owen's Rep.* 103. *Hetley's Rep.* 107. *Popb.* 141. *Hob.* 195. *Yelv.* 94. 38 *E.* 3. 6.

A compoſition may be made by a parſon with one of his pariſhioners for their tithes from year to year, or it may be made for years, by way of retainer or diſcharge, without a deed, but not for the life of the parſon. And a parſon may grant his tithes from year to year without deed. But this agreement muſt be with the party himſelf, and not with another for him. Neither may this intereſt be aſſigned without a deed. *E.* 3 *Jac. Hawk's* Caſe. *M.* 8 *Jac.* Dr. *Longworth's* Caſe. 16 *H.* 7. 8. *Cro. Eliz.* 188, 249. *Perk.* § 62.

But ſome ſay it is not grantable by way of *leaſe* for years without deed. And it is ſaid, that if a pariſhioner agrees with the parſon, that he and his aſſigns ſhall be diſcharged of tithes for the time that he ſhall be parſon there, this is not good; or if it be, it is not aſſignable over. *Noy* 121. *Godb.* Caſe 449. *Owen.* 103. *Hetley* 31. 2 *Leon.* Caſe 98. *Yelv.* 95.

Next avoidance or preſentation.

The next avoidance of a church, and the next preſentation to a church when it ſhall be void, is grantable; and being granted, it is aſſignable from man to man. 2 *Roll.* 45. *l.* 35.

But when a church is void, the preſent preſentation, which is but a thing in action, is not grantable over. *Dyer* 283. *Anderſ.* Caſe 32.

The next preſentation upon an avoidance to a church may not be granted without a deed. *Plow.* 150. *Bro. Mons. de fait* 71. 9 *E.* 4. 47. *pl.* 35.

Title of lapſe.

A title of lapſe to a parſonage before it falls, it is not grantable over; for it is but an office or matter of truſt. *Hob.* 154.

Penſions.

Penſions are grantable at firſt, and ſo afterwards.

Chattels real, as leaſes for years, and the like, may be granted from man to man *ad infinitum*, and leaſes for years (be they preſent or future) are ſo grantable. *Perk.* § 91.

A leaſe for years of land may be granted abſolutely, or by way of mortgage, and that by a verbal agreement without any deed. *Leon.* Caſe 22. *Sed vid. ſtat.* 29 *Car.* 2. there muſt be a writing, if for more than three years.

Chattels real, perſonal.

All chattels perſonal, as oxen, horſes, ſheep, plate, houſehold-ſtuff, apparel, corn, wood, trees, and graſs cut; and alſo corn, graſs and fruit of the trees growing upon the ground, and wool on ſheep's backs,

backs, are all regularly grantable from man to man *in infinitum*. *Dyer* 58. *Plow.* 142, 147. *Perk.* § 57, 88, 90. 2 *Blackſt. Comm.* 441.

But a true and proper grant of ſuch things is always accompanied with a delivery of poſſeſſion, and takes effect immediately. 2 *Blackſt. Comm.* 441. And if they are ſo circumſtanced that a delivery cannot be made of them, as if they are already in the poſſeſſion of the grantee by bailment, *&c.* the grant of chattels as well as of land muſt be by deed. *Dyer* 91.

A man may grant for years the corn which he ſhall have upon his ground, or the wool which he ſhall have upon his ſheep's backs. *Hob.* Caſe 132. *Perk.* § 90. *(a)*

Real and perſonal.

It is a rule, that all chattels perſonal may be granted (if they be in poſſeſſion) by one man to another *in infinitum*, without any deed, except in ſome ſpecial caſes. *Perk.* § 57.

And therefore if I make parol gift or grant of a leaſe for years, or grant or ſell my ſword, ſpear, plate, wood, ore, horſe, cow, ſheep, or cheſt, the gift or grant is good. *Perk.* § 57, 60. *Plow.* 150. And ſuch things veſt in the king without record. *Lane* 36, 37.

And in ſuch caſes there needs no other act or ceremony. *Cro. Jac.* 122. *Plow.* 150. 3 *H.* 7. 35.

Emblements.

Emblements are grantable from man to man *in infinitum*; and the grantee may take them after the death of the grantor.

If one ſells or gives the corn growing upon his ground by word of mouth, the gift or ſale is good. *Perk.* § 57. So of a tree growing upon his land. *Ibid. Hob.* 173.

And if tenant in tail gives me his corn growing upon the land, and dies before I have ſevered the ſame from the land, yet I may after enter the corn and take it; for the executors of the tenant in tail would have had it if no ſuch gift had been made. *Perk.* § 59.

Annuity.

An annuity granted *pro concilio impenſo* or *impendendo*, unleſs granted to him and his aſſigns, is not grantable over. 7 *Co.* 28. *b.* *Dyer* 2. *Perk.* 101. *Bro. Ann. pl.* 37.

But if the grant be to him and his aſſigns, he may grant it over to another. 7 *Co.* 28. *b.* *Moore Ca.* 18. *Dyer* 65. *Bendl.* 34. *Dal.* 5. *pl.* 10. *Com. Dig. Tit. Grant. c.*

So an annuity granted by the crown, on the creation of a duke, to him for maintenance of his dignity, cannot be granted over, for it is incident to the honor. *Dyer* 2.

An annuity is not grantable at firſt, nor grantable over afterwards, (*b*) but by deed. *Perk.* 87.

One

(*a*) *Contra*, if the grant be of the wool of all the ſheep he ever ſhall have; for that is void, becauſe a man cannot grant a thing that he has not, though he afterwards poſſeſſes it. 2 *Roll.* 48. *l.* 22. *Hob.* 132. But a grant may be of that which I have not actually, but potentially. *Vid. Ibid.*

(*b*) Conſiderable doubt ſeems to have been formerly entertained upon the queſtion, whether an annuity was aſſignable or not, founded upon an opinion that an annuity was a mere *choſe in action*, analogous to a bond and perfectly perſonal in its nature, the heir not being bound by a grant thereof unleſs he had aſſets; and that there was no privity between the grantor and the aſſignee to ſupport the action of annuity, the latter being a mere ſtranger to the former. *Bro. Ann. pl.* 39 21 *E.* 4. 83. But thoſe who entertained this notion ſeem not to have ſufficiently conſidered the nature of an annuity and

Money. One may give money; as where I give one money on condition, if he does such a thing to have it, otherwise to repay it again. 2 *Blackst. Comm.* 441.

Money

and of the writ to recover it; for if they had they would have discovered a material distinction between a bond and an annuity, and the remedies for each. A bond, when forfeited, vests a property in the obligee in the debt secured by it, but the obligee has no possession thereof until he recover *that* by an action at law for that purpose, so that though he has a property in the debt, yet the possession of it is out of him and suspended in action; and therefore the thing itself is called a *chose in action*: But on the contrary the grant of annuity vests in the grantee thereof not merely a property which may be reduced into possession by action, in the sum granted, but vests the property and possession likewise of the annuity, *i. e.* the right, which is an incorporeal thing, (the fruit of which is a yearly sum chargeable upon the person of the grantor in respect of the grant) in the grantee, and in which right, by virtue of the grant, he has an inheritance or a freehold, or a chattel according to the quantity of estate limited to him in this incorporeal thing or right, in like manner as a feoffment and livery vests an estate in land. The remedy to obtain the fruit of this right is the writ of annuity, which will be found to differ materially from the action of debt, although both of them lie in the *debet*; for a writ of annuity so far partakes of the nature of a real writ, that therein a man cannot have his law, but otherwise it is in an action of debt. And the executors shall have the action of debt upon bond, and not the heir; but if an annuity be granted in fee the writ of annuity follows the right and descends to the heir with the annuity and the heir shall have it; besides a release of actions personal is no plea to a writ of annuity *Sed vid.* as to this 2 *Hen* 4. 13 So that the annuity resembles a grant of common for beasts without number to a man and his heirs, by which word *(heirs)* is implied assignee, in which case an assignee or a grantee over shall have the common. And the better opinion seems to be that if the grant be in fee for life or for years, and there be no mention of assignees, yet the grantee may grant, or assign the annuity over; for being his freehold or chattel, it is in *its own nature* grantable or assignable in like manner as every other freehold or chattel is. *vid.* 21 *E.* 4. 25 *Pl.* 29. *Ibid* 74. *Pl.* 4. *Ibid* 83. *b. Pl.* 38. 41 *E.* 3. 27. *b.* 9 *H* 6. 42. *a.* 9 *H.* 7. 16. *b. Co. Litt.* 144. *b.* But a distinction has been made between a grant of an annuity generally, and a grant of an annuity to a man *pro consilio impendendo*, for the latter has been held not to be grantable over (unless so provided by the grant, in which case it was determined to be assignable in *Maund's* case. 7 *Co.* 28.) *being in respect of a corporal service to be rendered to the grantee*, for which the annuity is the consideration. *Perk.* 101. But is was held in the case of *Baker* and *Brooke, Mich.* 3 *Ed.* 6. the question in which arose on an annuity granted to *B.* by *M. pro consilio ipsius. M. præfato B.* ANTE TUNC IMPENSO, *exeunte de rectoria sua B.* in *Com. Leic. habend' levand' et recipiend' præfat, M. et assignatis suis ad festa, St. Mich. Arch. &c.* for term of the life of the grantor, and which the grantee, after seisin, granted over by deed to the plaintiff, that the grant over was good. *Vid. Moore* 5. *Ca.* 15. *Bunloe* 34. *Dyer* 65. and *Dalison* 5. *pl.* 10. which latter reporter states the consideration to have been *pro bono consilio suo* IN POSTERUM IMPENDENDO; but as to this he is clearly mistaken. And the case of *Gerard* and *Boden, Hetley* 80. *Hill.* 3 *Car.* so precisely *quadrates* in all respects with this case, that it furnishes strong ground to suspect that it must be a report of the same case though under different names. But the consideration there is stated nearly as in *Dalison, pro bono concilio suo in* POSTER. IMPENSO. However be that as it may, this case or these cases, seem to leave the point as to an annuity *pro consilio impendendo* undecided; an annuity *pro consilio impenso* being for a consideration already performed, which differs from that which expects the consideration. But the foundation of the question, as made by the Reporters in both cases, seems to warrant the considering these cases as in point

to

Money may be given or granted with or without a deed. *Ibid.* And in ſuch caſe if the grant be executed, it is not in the donor's power to retract it, although it be without conſideration. *Jenk.* 109. But before it is executed by delivery it is revocable. *Ibid.*

Things that are *feræ naturæ*, as conies, hares, deer, and the like, unleſs they become tame, are not grantable. *Bro. Donne* 24. *Feræ naturæ.*

But dogs, and eſpecially maſtiff-dogs, hounds, ſpaniels, and ſuch like, are grantable.—

And ſo are hawks, pheaſants and partridges, made tame. (*a*) *Vid.* 12 *H.* 8. 4.

A licence, authority, poſſibility or thing ſuſpended, may in ſome ſpecial caſes perhaps be granted over after they are given and made. 3 *Co.* 2. A licenſe. authority, poſſibility or thing ſuſpended.

But generally licences and authorities, after they are granted for the lives of the parties, or for years, are not aſſignable over by the grantees of them, or any other; and therefore if a man gives me power by letter of attorney to make livery of ſeiſin, or a licence to walk over his ground, or in his garden, I may not grant this to another. 12 *H.* 7. 25. *Co. Litt.* 314. *Perk.* § 88, 89. 1. Things in action.

If *A.* ſells a manor to *B* in fee, and *B.* in the deed covenants that *A.* his heirs and aſſigns, ſhall dig for ore in ſuch a place (a great waſte) within the manor, without the interruption of *A.* his heirs and aſſigns; this power is grantable over. *Godb.* 17, 18.

A. lets a wine tavern to *B.* for years, and *B.* covenants with *A.* every month for the wine there ſpent, and to pay him ſo much a tun: this covenant was held not to paſs by the aſſignment of the term for three years, being a collateral thing. *Godb.* 120.

It is a rule, that an election, covenant, condition, aſſent, licence or liberty, cannot be created and annexed to an eſtate of inheritance or freehold without a deed. *Dyer* 281. *a.*

A licenſe to take the profit of another's ſoil, is not grantable over without deed. *Cro. Jac.* 574, 575.

So of a licenſe for paſture, or feeding of cattle. *Ibid.*

But a licenſe to hunt or uſe the like liberties in another's park, is good without a deed. *Ibid.*

to the propoſition, that an annuity upon a general conſideration is aſſignable although there be not the words aſſigns, or words *tantamount* in the grant: for the argument turned upon the queſtion whether the *habendum* being to *aſſigns* made the annuities aſſignable, and it was contended that this was not material, the diverſity being, that when a thing comes in the *habendum* of a deed that explains the premiſes of a deed, there it ſhall be taken to be effectual, but otherwiſe not. As if land be given to a man *habendum ſibi et hæredibus ſuis de corpore ſuo procreatis*, it is a good entail; but if a thing come in the *habendum* which is repugnant to the premiſes of the deed, and to the nature of the thing which is given by the deed, then the *habendum* is void as to that: As in this caſe it was ſaid, it is merely contrary to an annuity to be aſſigned over, it being a thing in action, and ſo not aſſignable, and conſequently the *habendum* would not help it. Therefore, admitting the principle true as to the *habendum*, which the court did not deny, the caſe muſt be conſidered, as it ſtood without the *habendum*, when it is merely a grant of annuity for life, which the court agreed might be granted over.

(*a*) But by a gift of all a man's goods and chattels, hawks and hounds, paſſed not. *Bro. Donne.* 39. 12 *H.* 8. 4. *b.*

Bu

But a power to receive a rent may be without a deed. *Cro. Eliz.* 22. 188.

2. Rents or ſervices ſuſpended.

A rent or ſervice ſuſpended, whilſt it ſo continues, is not grantable over; and therefore if the lord diſſeiſes the tenant, or the tenant enfeoffs the lord upon condition, the lord cannot grant over the ſeigniory during this ſuſpenſion.

And yet if one has a rent in fee out of my land, and he purchaſes the land for life, or years; the rent is grantable even whilſt the eſtate of the land continues.

So if a tenant makes a leaſe for life or years of the tenancy of the land, the lord notwithſtanding that may grant the ſeigniory.

And yet if the tenant makes a leaſe to another man for life, and the lord grants the ſeigniory to this tenant for life in fee; in this caſe the grantee of the ſeigniory may not grant it over, becauſe it was never *in eſſe*. *Co Litt.* 314. 16 *H.* 7, 4. *Perk.* § 88, 89.

So any thing *wholly* in ſuſpenſe, whilſt it is ſo, is not grantable. *Co. Litt.* 314.

3 Things incertain.

A bare poſſibility of an intereſt which is uncertain, is not grantable.

As if a leaſe be made to me and my wife, the remainder to the ſurvivor of us: or a term of years is granted for life, with a remainder over. 4 *Co.* 66. 5 *Co.* 24. 10 *Co.* 51. *Dyer* 150. 3 *Leon.* 205. *Bulſt.* 191.

It is a rule, that no poſſibility, right or title to land, or thing in action, may be given or granted to a ſtranger, by act of the party; but theſe may be releaſed to the ter-tenant. 10 *Co* 46, 51. becauſe he has the poſſeſſion and property, though not in the right, for the right in a chattel cannot be either extinguiſhed or given without deed no more than land.

Poſſibility.

But if it be ſuch a poſſibility as is coupled with ſome preſent intereſt, it is grantable over. 4 *Co.* 66. 5 *Co.* 24.

As if I have four houſes in execution upon a ſtatute, and by courſe of time it will endure thirteen years, and afterwards two of the houſes are taken from me by *elegit* for fifteen years; yet I have ſuch an eſtate remaining in me as I may grant away. 4 *Co.* 66. *b.*

Things in action, and right and title of entry.

Things in action, and whatſoever is of that nature, as cauſes of ſuit, rights and titles of entry or action concerning inheritances, or perſonal things, are not grantable over but in perſonal caſes; as if one diſſeiles me of land, or takes away my goods, I may not grant over this land, or theſe goods, till I have got the ſeiſin and poſſeſſion of them: Nor may I grant the ſuit which the law gives me for my relief in theſe caſes to another man 5 *Co.* 24. 10 *Co.* 48. *Co. Litt.* 214. *Hob.* 241. *Perk.* § 85, 86.

I may not grant over a rent which I am diſſeiſed of. 10 *H.* 7. 22.

Condition.

And if I make a feoffment to another man on condition, that if I do ſuch a thing I ſhall have the land again; in this caſe I may not, before nor after the time of the performance of the condition, grant over the condition to another.

But the condition may go with the reverſion of land in many caſes.

And yet all theſe things may be releaſed to the parties; for it is a rule, that *every right, title or intereſt* in præſenti *or* futuro, by the joint act of all parties intereſted, may be barred or extinguiſhed. 10 *Co.* 48. *b.* 49.

Things

Things in action, as a right or title of action, that depend only in action, as rights and titles of entry to any real or perſonal thing, are not *(as before is mentioned)* grantable but in ſpecial caſes, but by way of releaſe to the tenant of the land, *&c.* they may be extinguiſhed; but they can neither be granted nor extinguiſhed without deed. And therefore if a man takes my goods as a treſpaſſer, or I deliver him my goods to keep, and afterwards I am willing to give him theſe goods, it muſt be by deed. *Dyer* 91, 116, 117. 6 *H.* 7, 8. *a.* *Perk.* § 85, 86, 87.

Bonds, obligations, eſpecialties, may be aſſigned over: as if *J. S.* be indebted to me and I indebted to *J. B.* I may aſſign that debt to *J. B.* with the aſſent of *J. S.* otherwiſe not. 34 *H.* 6. 30. *Bro. Title, Maintenance.* 8. *Sed non adjudicatur.*

And if a bond be to perform the covenant of a leaſe, and he aſſigns the leaſe, he may then aſſign the bond alſo. *Godb.* 81. *per Tanfield arguendo.*

But if the covenant be firſt broken, and then he aſſigns it over, this will be maintenance, if the aſſignee ſue on the bond. *Ibid.*

But if he aſſign over the leaſe, and after the covenant is broken, *contra.* *Ibid.*

But if he aſſign over the bond, and reſerve the leaſe in his own hand, and then the covenants are broken, and the other ſues on the bond, this is maintenance. *Ibid.*

And if one owes me a debt by bond, bill, or otherwiſe, though I may not grant over this debt to another at law; yet I may make a letter of attorney to any one to ſue for it, and receive it for me or for himſelf; or I may grant or aſſign the deed to another, *i. e.* the paper and wax and he may cancel it, or give to the obligor himſelf. (*a*) *Co. Litt.* 232. 3 *Co.* 32. *Perk.* § 86.

But deeds in ſome caſes are aſſignable to the king. *Cro. Car.* 179, 524.

Bills of exchange, by cuſtom, and promiſſory notes, by ſtatute, are aſſignable over, and the aſſignee may ſue in his own name. 3 & 4 *Ann.* *c.* 9. Bonds are aſſignable by the ſheriff by 4 *Ann. cap.* 16. *ſec.* 20. A judge's certificate for taking and proſecuting a felon to conviction by 10

(*a*) But in equity, a bond or other *choſe in action*, which a man is intitled to *in his own right*, may be aſſigned by him, with or without conſideration. But if he be intitled in right of another; as a *choſe in action* which the huſband has in right of his wife, in which caſe he has no abſolute title to it, but only a right to endeavour to reduce it into poſſeſſion: although of that he may diſpoſe by aſſignment for a valuable conſideration, he cannot diſpoſe thereof without conſideration. *Vid.* 3 *P. W.* 199. And on aſſignment *upon valuable conſideration*, the aſſignee alone becomes intitled to the money, ſo that if the obligor after notice of the aſſignment pays the money to the obligee, he will be compelled to pay it over again. But payment to the obligee without notice of the aſſignment is good. 2 *Vern* 595, 540. 3 *Chan. Rep.* 40. *Chan Ca.* 232. The principle upon which equity proceeds ſeems to be this, *viz.* that the aſſignment though not effectual as ſuch at law, the bond not being aſſignable in point of intereſt, yet amounts to a covenant that the aſſignee ſhall receive the money to his own uſe, which covenant a court of equity will carry into ſpecific execution. *Vid.* Lord *Raym.* 683. 3 *Keb.* 304.

& 11 *W.* 3. *cap.* 23. *ſec.* 2. and bankrupts effects by the ſeveral ſtatutes of bankrupts. *Et vid. Stiles* 62, 63.

A particular debt due to a bankrupt may be aſſigned by the commiſſioners of bankrupts, to a particular creditor. *Style* 62, 63.

If one takes my goods from me, or another that has them, or I buy goods of another man, and ſuffer them to remain in his poſſeſſion, and a ſtranger takes them away, I may not give them to any other but the treſpaſſer himſelf. *Perk.* § 92. *Dyer* 91.

But all theſe may by deed be releaſed to the parties themſelves. *Perk.* § 85. *Brownl.* 224. 6 *H.* 7. 9. 10 *Co.* 48, 49.

Damages. Damages to be recovered in a ſuit for treſpaſs or battery, &c. are not aſſignable over *Godb.* 81.

Offices. Offices are grantable at firſt.

But the great judicial offices of the kingdom, as the office of the lord chancellor, chief juſtices, or chief baron, or of other of the juſtices or barons, and ſuch like offices, are not grantable over; nor are they to be executed by a deputy, except in caſe of the juſtices of the great ſeſſions of *Wales*, who have power to depute by ſtatutes. *Perk.* Tit. *Grants*. *Co. Litt.* 234. 3 *Leon. Ca* 58. *Perk.* § 101.

Judicial offices are not grantable in reverſion, nor to perſons unſkilful or uncapable; nor may they be granted for years.

Although the ſheriff's office is not grantable over, yet it may be executed by deputy, if the ſheriff pleaſes, or he may execute it himſelf.

But inferior offices that are offices of truſt and confidence, eſpecially if they concern the grantor, as the office of a ſteward of courts, bailiff, receiver, chamberlain, carver, and the like, although they are grantable at firſt, yet they are not grantable over by the officer to any other perſon, except in the caſe of a peer, unleſs they are granted in fee, or to them and their aſſigns; nor are they to be executed by deputy, unleſs the grant give power to make a deputy, or the perſonal rank of the grantee is ſuch as furniſhes a neceſſary inference that ſuch privilege muſt have been intended: as if a parkerſhip is granted to an earl. *Perk.* § 101. *Co. Litt.* 234. 9 *Co.* 48, 49. *Plowd.* 579. *Cro. Car.* 555, 556.

Offices of truſt generally are not grantable or aſſignable over, as the office of a philazer is not grantable over. *Dyer* 7. *Plow.* 379. *Perk.* § 100.

So of the office of marſhal of the *Marſhalſea*. 9 *Co.* 96. *b. Sed Vide* 27 *Geo.* 2. *c.* 17.

Nor is the reverſion of a judicial office, or of an office partly judicial and partly miniſterial, after a grant of it for life, grantable to another. *Co. Litt.* 3. *b.* 11 *Co.* 4. 2 *Roll. Abr.* 152.

Nor is ſuch an office grantable for years, (*a*) but for life, or at will. 2 *Co.* 97. 39 *H.* 6. 32,—34.

(*a*) But by act in law, a term, which is but a chattel, may be in ſuch offices as where the duke of *Norfolk* had an eſtate tail in the office of marſhal of *England*, held of the king in *capite* and died; his heir within age, and ſo found by office; there the king had a chattel in the office; *viz.* during the minority. And the king may grant ſuch office at will; but not for life or during the minority. 5 *E.* 4. 3. *a. b.* 2 *Roll.* 153. 9 *Co.* 96, 97.

Note

Nor is the office of the clerk of the county belonging to the ſheriff's office grantable away by the king himſelf; for it is incident to the office of ſheriff, and muſt go with it. 4 *Co.* 32. *b. Milton's* Caſe.

Offices (for the moſt part of them) are not grantable at firſt, nor grantable over without a deed.

And yet ſome inferior offices, as ſtewardſhips of court, bailiwicks, and the like, are grantable without deed; and the lord may retain ſuch officers into his ſervice by word of mouth, without any deed.

A lord may retain a ſteward of a court for a time, as for a year or more, and agree that he ſhall have ſo much for his pains, without deed; and if he keeps the court, he may have debt againſt the lord for his wages; but he may not have a writ of annuity without a deed for it. (*a*).

A dignity, as of an earl, or viſcount, cannot be granted over by deed, or without it, being perſonal dignities affixed to the blood. (*b*) *Vid. Show. Par. Ca.* 1. 7 *Co.* 33.

Truſts and confidences touching the perſon of the grantor being perſonal things, are not grantable over, but where they are granted to a man and his heirs, or to him and his aſſigns. *Perk.* § 99. Truſts or confidences.

An uſe is grantable over. *Plow.* 367. in *Maxwell's* Caſe. Uſe.

Uſes before the ſtatute of uſes were but in nature of a truſt and confidence; and ſo are ſuch uſes ſtill as are out of the ſtatute; as uſes of leaſes for years, and of goods and chattels; and as they might have been granted for conſideration by word, ſo perhaps the uſes of goods and chattels may be ſo granted ſtill; but an uſe that is within the ſtatute is always to be raiſed by deed (*c*) or matter of record, and will not ariſe; nor can it be charged or transferred without a deed. *Dyer* 143, 229. *Jenk. Cent.* 5. Caſe 99. 2 *Co.* 36. 2 *Inſt.* 671, 675. *Poph.* 50.

And it is a rule, that no uſe of land will paſs at this day, eſpecially of a reverſion or remainder but by deed in writing, or by way of livery, ſave only in ſome cities, (*d*) villages and boroughs, where by a ſpecial cuſtom of the place, a freehold may paſs by a bargain and ſale by word only, without any writing, livery or inrolment. *Jenk. Cent.* 6. Caſe 32. *Stat.* 27 *H.* 8. *c.* 10. 2 *Inſt.* 675. *Poph.* 49.

The uſes of a fine *ſur conuſance de droit tantum*, may be declared without a deed. *Gilb. Uſes* 57. *Poph.* 105. *Sed vid. infra on Fines.* Diſtreſs.

A diſtreſs taken for rent, it ſeems was not by the common law grantable, no not even to the king himſelf. *Vide Bro. Donne* 16. 37 *H.* 6. 10.

But now, ſince the ſtatute of the 2d of *William* and *Mary*, *ſeſſ.* 1. (*chap* 5.) if the tenant does not pay the lord his rent, or replevy the

(*a*) For more reſpecting grants of offices. *Vid. Bacon's Abr. Tit. Offices and Officers.*

(*b*) Contrary of ancient honors that were feodary and related to land. Thus in 11 *Henry* 6. the poſſeſſion of the caſtle of *Arundel* was adjudged to confer an earldom on its poſſeſſor. *Seld. Tit Of. of Hon. b.* 2. *c.* 9. *ſ.* 5.

(*c*) Writing is made neceſſary by 29 *Car.* 2. *cap.* 3.

(*d*) *Quære*, If the ſtatute 29 *Car. cap.* 3. *ſec.* 6. extends to theſe caſes.

things diſtrained for it within five days after notice given of the diſtreſs made, they may be appraiſed and ſold.

Deeds. A man may give or grant away his deeds at his pleaſure, and he that has the gift or grant of them may cancel or diſpoſe of them as he pleaſes; and the heir and executor concerned herein is remedileſs.

Rules as to grants, &c. by or without deed. That which cannot commence without a deed, as rent, reverſion, common, &c. the ſame cannot be granted over or conveyed without a deed. *Popb.* 137.

But that which takes effect by livery without a deed, may be granted without a deed. *Ibid.*

That which is grantable only by deed, may be granted by a deed-poll as well as by indenture.

And that which may not be granted without deed, may not be ſurrendered without deed. *Noy's Compl. Law*, 102.

A ſurrender, releaſe and confirmation, in ſome caſes may, and in ſome caſes may not be without a deed.

Rules as to revocations, releaſes, defeaſances, &c. That which may be granted by word without any deed, may be ſurrendered without any deed. *Noy's Comp. Lawyer*, 102.

Whatſoever may be granted, the ſame may be revoked *eodem modo* as it is granted, and things are diſſolved as they are contracted.

And whatſoever executory thing is created by deed, the ſame by conſent of all parties may be revoked by deed.

And ſo warranties, obligations, rents, charges, annuities, covenants, leaſes for years, uſes, and the like, may by defeaſance, revocation, &c. leaſe, or ſuch like, by the conſent of all parties to the creation of, or concerned in them, be defeated and avoided. And ſo a right or title to land may be diſcharged. 1 *Co.* 113. 4 *Co.* 1. 5 *Co.* 26.

SECT. IX.

What Words the Law requires in a Deed or Inſtrument of Conveyance.

8. Apt words required by law. THE eighth thing lord *Coke* obſerves to be incident to a deed is *apt words required by law*.

Apt words are requiſite in a deed made either to paſs or to create an eſtate.

Fee-ſimple. *Littleton* (*Tenures*, § 1.) ſays, If a man would purchaſe *lands* or tenements in *fee-ſimple*, it behoves him to have theſe words in his purchaſe, *to have and to hold to him and to his heirs*; for theſe words, *his heirs* ONLY make the eſtate of inheritance in all *feoffments* and *grants*.

Upon which lord *Coke* obſerves; firſt, that *Littleton* puts *lands* only for an example: for that his rule extends to ſeigniories, rents, advowſons, commons, eſtovers, and other hereditaments, of what kind or nature ſoever. *Co. Litt.* 4. *a*.

Secondly, That here *Littleton* treats of purchaſes by natural perſons, and not of bodies politic or corporate; for if lands be given to a ſole body politic or corporate, (as to a biſhop, parſon, vicar, maſter of an hoſpital,

hoſpital, &c.) there, to give him an eſtate of inheritance in his politic or corporate capacity, he muſt uſe theſe words, *to have and to hold to him and his ſucceſſors*; for in theſe caſes, without the word *ſucceſſors*, no inheritance paſſes; for as the heir inherits to the anceſtor, ſo the ſucceſſor ſucceeds to the predeceſſor, and the executor to the teſtator. But it appears here by *Littleton*, that if a man at this day gives lands to *J. S.* and his ſucceſſors, the gift being to him in his natural capacity, this creates no fee-ſimple in him; for *Littleton*, ſpeaking of natural perſons, ſays, that theſe words, *his heirs*, make an eſtate of inheritance in all feoffments and grants, whereby he excludes theſe words, *his ſucceſſors*. And yet an antient grant muſt be expounded as the law was taken at the time of the grant: A chantry prieſt incorporate took a leaſe to him and his ſucceſſors for a hundred years, and afterwards took a releaſe from the leſſor to him and his ſucceſſors; and it was adjudged, that by the releaſe he had but an *eſtate for life*, for he had the leaſe in his natural capacity, becauſe it could not go in ſucceſſion, (for a corporation *ſole* cannot generally, unleſs by cuſtom, take in ſucceſſion, chattels real or perſonal in poſſeſſion or action,) and *his ſucceſſors* gave him no eſtate of inheritance for want of theſe words, *his heirs*. *Co. Litt.* 8. *b.* 46. *b.* 9. *a. note* 3. 13 *ed.*

Thirdly, That if the king by his letters patent gives lands *decano & capitulo, habendum ſibi & hæredibus & ſucceſſoribus ſuis*; in this caſe, although they are perſons in their natural capacity to them and their heirs, yet becauſe the grant is made to them in their politic capacity, it ſhall enure to them and their ſucceſſors. *Co. Litt.* 9. *a.*

And ſo if the king grants lands to *J. S. habendum ſibi & ſucceſſoribus ſive hæredibus ſuis*, this grant ſhall enure to him and his heirs. *Ibid.*

B. having divers ſons and daughters, *A.* gives lands to *B. & liberis ſuis & a leur heires*, the father and all his children (*a*) take a fee-ſimple jointly, by force of theſe words, *their heirs*; *ibid.* but if he had no child at the time of the feoffment, the child born afterwards ſhall not take. (*b*) *Ibid. Cro. Eliz.* 121, 334. *Ow.* 152.

Theſe words, *his heirs*, do not only extend to *immediate heirs*, but to his *heirs remote*; and moſt remote, born and to be born, *ſub quibus vocabulis hæredibus ſuis, omnes hæredes propinqui comprehenduntur, & remoti, nati, & naſcituri.* And *hæredum appellatione veniunt hæredes hæredum in infinitum.* And the reaſon wherefore the law is ſo preciſe to preſcribe certain words to create an eſtate of inheritance, is for avoiding of uncertainty, the mother of contention and confuſion. *Co. Litt.* 9. *a.*

The word *heirs* or *ſucceſſors*, as the caſe requires, is therefore abſo- For life.
lutely neceſſary in conveyances of eſtates of inheritance; for as *Littleton*

(*a*) In this caſe the children muſt be taken to have been parties to the deed; for perſons not parties cannot take in any other manner than by way of remainder: But by way of remainder they may take, although there be no word of remainder in the deed. *Per Meade Wyndham et Periam, Cro. Eliz.* 10. *pl.* 4. In this caſe the words were to baron and feme for their lives, and that after their deaths, their children ſhould have the land for forty years, and held a good gift to the children by way of remainder.

(*b*) *Sed contra*, if the limitation be by way of remainder. *Vid. Wild's* Caſe. 6 *Co.* 18. *b.* 1 *Roll. Rep.* 254. *Vin. Abr. Dev. Y. a.*

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(in the ſame ſection) obſerves, That if a man purchaſes lands by theſe words, *To have and to hold to him for ever;* or by theſe words, *To have and to hold to him and his aſſigns for ever:* In theſe two caſes he has but an eſtate for term of life.

Fee-ſimple. One ſeiſed of land in fee-ſimple, and having a ſon going to be married, he being upon the land, uſed theſe words: *In conſideration of this marriage I do here, reſerving an eſtate for my own and my wife's life, give unto thee and thy heirs for ever, theſe lands*, &c. This is not a good conveyance of the land for want of livery. *Poph.* 47, 50.

In tail. Where tenements are given by one man to another, with a wife, (who is the daughter or couſin to the giver) in frank-marriage; this gift carrying an eſtate of inheritance by the force of theſe words, *frank-marriage annexed to it*, although it be not expreſsly ſaid or rehearſed in the gift, *that the donees ſhall have the tenements to them and to their heirs between them two begotten* is a ſpecial tail. (*a*) *Litt.* § 17.

Theſe words *in liberum maritagium*, create an eſtate of inheritance in ſpecial tail, as *Littleton* ſays; but this had need of ſome interpretation: for if lands be given by theſe words *in frank-marriage*, according to the rules of law, then do theſe words create an eſtate of inheritance in ſpecial tail; for the conſideration of marriage is in that caſe more favoured in law than any other conſideration: But though the gift be in theſe words, yet if it be not conſonant to the rules of law in other things requiſite thereto, there they create but an eſtate for life. *Co. Litt.* 21. *a. b.*

And therefore obſerve, that there are four things incident to frank-marriage.

Firſt, That it be given for conſideration of marriage either to a man with a woman, or, as ſome have held, to a woman with a man; for in 6 *E.* 3. 33. in *Peirs de Saltmarſh's* caſe, a man gave land to his ſon in frank-marriage; and *F. N. B.* 172. takes the law alſo to be ſo; and 7 *E.* 4. 12. *per Moyle*, againſt a new opinion in *Temp. H.* 8. *Br.* Tit. *Frank-marriage*, the former books being not remembered.

Secondly, That the woman or man that is the cauſe of the gift be of the blood of the donor; but it may be made as well after marriage as before, (*b*) and it may be with a widow, &c.

Thirdly, If the gift be made of ſuch a thing as lies in tenure, that the donees *hold* of the *donor* at the time the eſtate in frank-marriage is made. A rent-ſervice may be given in frank-marriage, becauſe it may be holden; and ſo may a rent-charge or rent-ſeck, as *F. N. B.* holds; and it appears in our books, that a common was granted in frank marriage. (*c*)

Fourthly, That the donees ſhall hold freely of the donor till the fourth degree be paſt; and therefore if land be given to a woman, with a ſon of the donor in frank-marriage, there paſſes an inheritance; but if the donee, who is the cauſe of the gift, be not of the blood of the donor, then there paſſes but an eſtate for life if livery be made. Alſo if lands be given to a man with a woman of the blood of the donor *in liberum*

(*a*) So in an exchange, *frankalmogine*, or a deviſe, the word heirs is not neceſſary. *Jenk. Cent.* 196

(*b*) If the marriage be the conſideration. *Dyer* 147. *b.* *Co. Litt.* 21. *b.* 176. *a.*

(*c*) A reverſion granted by two in frank marriage. 14 *E.* 2. *Ael.* 1. 4 *E.* 3. 4. 26 *E.* 3. *Tail.* 27. *Co. Litt.* 13 ed. 21. *b.* n. 1.

maritagium

maritagium, the remainder in fee either to a ſtranger or to the donees, they have no eſtate-tail, becauſe there is no tenure of the donor; but if in that caſe the remainder had been limited to another in tail, reſerving the reverſion in fee to the donor, there the ſaid words *in liberum maritagium* create an inheritance, becauſe the donees hold of the donor. And this is the cauſe that it is held, That a man cannot deviſe land in frank-marriage, becauſe the donee cannot hold of the donor. And *ceſtui que uſe* before the ſtatute 27 *H.* 8. could not have made a gift in frank-marriage, becauſe the reverſion was in the feoffees. And if the donor gives lands *in liberum maritagium*, reſerving a rent, this reverſion ſhall take no effect till the fourth degree be paſt, but the frank marriage is good; for if the reſervation ſhould be good, then the donees could not have an eſtate-tail for want of the words, *of the heirs of their bodies*. *Co. Litt.* 21. *b.*

The words *in liberum maritagium*, are ſuch words of art, and ſo neceſſarily required, as that they cannot be expreſſed by words equipollent, or amounting to as much; as,

If a man gives lands to a man with his daughter, *in connubio ſolut' ab omni ſervitio*, &c. there paſſes in this caſe but an eſtate for life; for ſeeing theſe words *in liberum maritagium* create an eſtate of inheritance againſt the general rule of law, the law requires that they ſhould be legally purſued. *Ibid.*

But then it may be demanded if a man had given lands at the common law, *in libero maritagio*, whether had the donees a fee-ſimple without the word *heirs*; becauſe all gifts in tail were fee-ſimple by the common law before the ſtatute of *Weſtm.* 2 which ſtatute did not create any eſtate in fee-tail, but out of an eſtate in fee-ſimple? To this it is anſwered, that theſe words *in liberum maritagium*, did create an eſtate in fee-ſimple at common law: And it is holden in 31 *Ed.* 3. *Gard.* 116. *Per ceux parols in frank-marriage les donees averont les terres a eux & a leur heires parenter eux engendres, & ce eſt dit eſpecial tail.* (*i. e.* By theſe words *in frank-marriage*, the donees ſhall have the lands to them and their heirs between them begotten, and this is called ſpecial tail). But yet between donees in frank-marriage and donees in ſpecial tail there are many notable diverſities. If the king gives land to a man and a woman and the heirs of their two bodies, and the woman dies without iſſue, yet the man ſhall be tenant in tail after poſſibility. But if the king gives land to a man with a woman of his kindred in frank-marriage, and the woman dies without iſſue, yet the man in the king's caſe ſhall not hold it for his life, becauſe the woman was the cauſe of the gift; but it is otherwiſe in the caſe of a common perſon. If lands be given to a man and a woman in ſpecial tail, and they are divorced *cauſa præcontractus*, both ſhall hold the lands for their lives; but in caſe of frank matriage, if they be ſo divorced, the woman ſhall enjoy the whole land, becauſe ſhe was the cauſe of the gift. If lands held in ſocage be given in ſpecial tail, and the donees die, the iſſue being within the age of fourteen years, the next of kin of the part of the father or of the part of the mother, which can get the cuſtody, ſhall have it; but in caſe of frank-marriage the heir of the part of the mother ſhall have it, becauſe, as it has been ſaid, ſhe was the cauſe of the gift. *Co. Litt.* 21. *b.* 22. *a.* *Kelw.* 104. *b.* *Perk. ſec* 236.

A deed made by words in the *preterperfect tenſe*, is as good as that which is made by words in the *preſent tenſe*; but it is beſt to make it in both

Words in deeds in general.

both tenſes. *Vid.* As *hath* given, &c. and by, &c. *do* give, &c. 1 *Leon. Ca.* 32.

Land was given to *A.* in tail, the remainder in fee to his ſiſters, being his heirs at the common law: *A.* made a deed in this manner, viz. *I the ſaid* A. *have given, granted, and confirmed, for a certain piece of money*, &c. without the words of *bargained, ſold:* And the *habendum* was to the feoffee, with warranty againſt *A.* and his heirs; and a letter of attorney was to make livery and ſeiſin: And the deed was in this manner, *to all chriſtian people*, &c. It was inrolled within one month after the making of it, and although it was in the form of a deed-poll, yet it was indented. Four months after the delivery of this deed, the attorney made livery of ſeiſin. *A.* died without iſſue, and the ſiſters entered, and the feoffee ouſted them of the land; and thereupon they brought an action of treſpaſs: And the opinion of the whole court was for the ſiſters; for here is not any diſcontinuance, for the conveyance is by *bargain and ſale*, and not by *ſeoffment*, becauſe the livery comes too late after the inrollment, and then the warranty ſhall not hurt them: And although in the deed there is not the word *indenture*, and the words are in the firſt perſon, yet as the parchment is indented, and both parties have put their ſeals to it, it is ſufficient. Alſo it was agreed *per cur'*, That by the words, *give for money, grant for money, confirm for money, agree for money, covenant for money*, if the deed be duly inrolled, land paſs both by the ſtatute of uſes, and by the ſtatute of inrolments, as well as upon the words *bargain and ſale*. And by *Catline, Wray* and *Whiddon*, the party ought to take by way of bargain and ſale, and he has not election to take the land by way of livery; but when all is in one deed, and takes effect equally together, the grantee has ſuch election; but in this caſe the bargain and ſale (the deed being inrolled) prevents the livery, and takes its full effects before. And by *Wray* and *Catline*, if he in reverſion upon a leaſe for years, grants his reverſion to his leſſee for years, by words of *dedi, conceſſi, feoffavi*, and a letter of attorney is made to make livery of ſeiſin, the donee cannot take by the livery, for the leſſee has the reverſion preſently. 3 *Leon. Ca.* 39.

It has been held, that a man ſhall be bound by the ſpeaking of another man, if he put his ſeal to it, and deliver it as his deed: As, if a man be obligee in a debt, or covenant by writing, and add *et ad majorem hujuſmodi rei ſecuritatem, inveni.* A. *de* B. & C. *de* P. *fideijuſſores, quorum unuſquiſque in toto & in ſolido ſe obligavit.* Notwithſtanding that none ſpeaks the ſame but their principal, yet if the others put their ſeals to it, and deliver the ſame writing as their deed, then they allow of that which the principal ſpeaks, and ſo they themſelves are become principals; and ſo it has been holden. (*a*) *Perk.* § 158. cites 40 *E.* 3. 16. *T.* 4. *E.* 1. 16. but concludes with *tamen quære.*

(*a*) *Vide Litt. ſec.* 373. An indenture made in the firſt perſon is as good in law as one made in the third perſon, when both parties have put their ſeals to it. But if in the indenture made in the third perſon or in the firſt perſon mention be made that the grantor only hath put his ſeal, and not the grantee, then is the indenture only the deed of the grantor. But when mention is made that the grantee hath put his ſeal, then is the indenture as well the deed of the grantee as of the grantor.

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And yet Perkins *goes on thus in the next ſection* (*viz.* § 159.) And it is to be known, that at this day a man ſhall be bounden by putting his ſeal to a deed indented, and delivery of the ſame, and yet the words within the deed are ſpoken only by another man.

And therefore if a man makes a leaſe to me, of my own land by deed indented, for years, without ſaying any more; by this deed I ſhall be concluded, and yet there is no ſpeech of mine in the deed.

And if there be father and ſon, and the father is ſeiſed of an acre of land in fee, and a ſtranger leaſes the ſame acre to the father by deed indented for years, and the father dies; now the leſſee by this deed ſhall conclude the heir of the leſſor to ſay, that his father died ſeiſed in his demeſne as of fee; and yet there is nothing ſaid by the father, &c.

It is ſaid, that if a deed indented be made between two, and words relating to both of them are uſed in the deed, but the words of one of them are in the firſt perſon, and the words of the other in the third perſon; all the words in the deed ſhall be taken to be the words of him who ſpake in the firſt perſon; which ſaying is little or nothing to the purpoſe. *Perk.* 160. *Sed quære.*

A deed is good without the words, *in cujus rei teſtimonium*, &c. if it be duly ſealed and delivered. *Owen* 33. *Cro. Jac.* 455, 456. *Hughes abr.* 591. *Bulſt.* 300, 301, 302. *Bendl.* 155. 1 *Leon.* 25, 26. *Dyer* 19. *a.* 22. *b.* *Co. Litt.* 7. *a.* 2 *Co.* 5. *a.*

And if the deed ſay, that *the party has put his hand*, and not his ſeal to it; if he does put his ſeal to it, it is good enough. *Kelw.* 30. *b. pl.* 5.

A deed is good without the words, *ſealed and delivered in the preſence*, &c. (*b*) if it be ſealed and delivered, and there are witneſſes to prove it; and although the witneſſes names be not indorſed, if they can prove the ſealing and delivery, it is well enough. *Co. Litt.* 7. *a.* *Dyer* 19. *a.* 2 *Co.* 5. *a.*

But it is not material in a deed, whether it be drawn in the firſt or in the third perſon, ſo as the words be aptly applied; for if it be in the third perſon, *viz. quod præſens ſcriptum teſtatur*, &c. *quod idem* A. *dedit & tradidit*, &c. Or if an obligation be made in the firſt perſon, *viz. Me* A. B. *debere* T. D. &c. 20*l.* &c. theſe are good deeds, notwithſtanding 38 *E.* 3. *c.* 4. which is provided for obligations made beyond ſea only. And if the words of a deed indented run in the firſt

(*b*) There is no neceſſity for a date to a deed, but that may be made out by averment *Kelw.* 34. *b.* for a deed takes effect from the delivery and not from the day of the date, and therefore whether the deed be without date, or of a falſe and impoſſible date, it is good. 2 *Co.* 5. *a.* But a man cannot in pleading alledge the delivery of a deed to have been before the date; becauſe he is eſtopped to make an averment againſt any thing expreſſed in the deed: But jurors, who are ſworn to ſay the truth, are not eſtopped; yet if the eſtoppel or admittance be within the ſame record in which the iſſue is joined upon which the jurors are to give their verdict, then they cannot find any thing againſt that which the parties have affirmed and admitted of record, although the truth be contrary: for the court may give judgment on a thing confeſſed by the parties, and jurors are not to be charged therewith, but only with things in which the parties differ. *Ibid.* 4. *b.*

perſon,

perſon, it is as good as if it was made in the third perſon. (a) 2 *Co.* 5. *Dyer* 6. *Fitz. Feoffment* 5. 3 *Leon.* Caſe 39. (b)

Words in feoffments. A feoffment was made by the words *bargain and ſale*, without the words *give and grant*; and being executed *by livery*, it was held good. 1 *Leon.* Caſe 31.

If the diſſeiſor enfeoffs a ſtranger by deed in theſe words, *ſciant præſentes*, &c. *quod ego*, the diſſeiſor, naming him, *per aſſenſum & conſenſum* the diſſeiſee, and name him, *dedi, conceſſi & hoc præſenti*, &c. to a ſtranger, &c. and this is done before any entry made by the diſſeiſee; in this caſe theſe words, *per aſſenſum & conſenſum* of the diſſeiſee, although it be true, will not make the deed good. *Perk.* § 156.

Words in gifts and grants. The words *dedi & conceſſi* (hath given and granted) are the moſt apt and proper words for all kinds of gifts and grants: And yet they may be made by other words, and good enough.

If he in reverſion upon a leaſe for years grants his reverſion to the leſſee for years by the words *dedi, conceſſi & feoffavi*, (hath given, grant-

(a) To the eſſence and ſubſtance of a deed, three things alone are neceſſary, *viz.* writing in paper or parchment, ſealing and delivery; for the order of making a deed is firſt to write it, then to ſeal, and afterwards to deliver it, and therefore it is not neceſſary that the ſealing and delivery be mentioned in the writing, becauſe they are to be done afterwards; ſo although any other of the formal or orderly parts of a deed be omitted; as the *premiſſes, habendum tenendum, reddendum, clauſe of warranty, &c.* the deed is nevertheleſs good; therefore if a man by deed give lands to another and to his heirs, without more ſaying, this is good if he put his ſeal to the deed, deliver it, and make livery accordingly. So if a bond be in theſe words "this bill witneſſeth, that I *A. B.* have borrowed 10*l.* of *C. D.*" without more; or memorandum, "that ſuch a one owes *A. B.* 10*l*" if they be ſealed and delivered as deeds they will be valid bonds; for, though the words "*teneri et firmiter obligari*" are generally put into a bond, yet if there be other words that purport the ſame effect, and the ſame ſenſe be expreſſed in writing, the law conſtrues them to have the ſame efficacy although there be a want of formality. *Co. Litt.* 7. *a* *Dyer* 22. *a.*

(b) If one covenant, or a condition or proviſo be written in an indenture or, &c. after the concluſion of the indenture, &c. *Scil: in cujus rei teſtimonium, &c. before* the enſealing of the ſame; ſuch covenant, condition, or proviſo, ſhall be taken in law to be parcel of the ſame indenture or, &c. in the ſame manner as if it had been written before the words in *cujus rei teſtimonium, &c.* *Benl.* 12 *pl.* 12. *S. C Moore* 3 *pl.* 5. *et* 1 *Bendl. pl.* 2. *et vid. Hetley* 136, 137. 3 *Bulſt* 302. But 41 *E.* 3. 10. *b. p.* 7. *Bro. Tit. Cond.* 19. *Tit. Fait*, 72, 76. *Roll. Abr. Tit. Faites. G.* 8. *contra, viz* that ſuch clauſe ſo circumſtanced ſhall not be part of the indenture. However theſe latter authorities are all founded on the 41 *E.* 3. 10 *b. pl.* 7. which does not warrant this concluſion And in *Hamond* v. *Jethro.* 2. *Brownl.* 97. *Coke* Ch. J. where a memorandum was made on a bond after the words in witneſs, &c. took this diſtinction, *viz.* that whatever came after the words in witneſs, &c. was not part of the deed, but might be a condition or defeazance, and ſhould have its force as ſuch; adding, for that in bonds and perſonal things there need not ſuch ſtrict words as in other deeds, and *Warburton, Foſter*, and *Walmſley*, were of the ſame opinion. *Et vid. S. L.* on a bond. 3 *Bulſt.* 302. But note, it is to be underſtood that the covenant, condition or proviſo, is the act of the obligor, and part of the tranſaction at giving the bond; for ſuch covenant, condition or proviſo, added by the obligee would not operate as ſuch, and it ſeems queſtionable whether the adding them, though by way of indorſement, would not avoid the bond. *Vid. Kelw.* 162, 164. Note, where ſuch covenant, condition, or proviſo is not part of the deed or bond, there it need not be ſet out in the count, but it muſt be pleaded by the defendant. 21 *E.* 4. 36. 2 *Brownl.* 98, 99. *Bro. Tit. Oblig.* 58.

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ed and enfeoffed) by these words the reversion will pass presently. 3 *Leon.* Case 39. by *Wray* and *Catlin*.

If a man by the words *bargain and sell* only, grant the reversion of his tenant for life, and the tenant attorns; yet this grant is not good to pass it, unless the deed be inrolled, for these are not proper words to make a grant. *Godb.* 7.

But if tenant for life in right of his wife, and he in reversion, by indenture *bargain, sell and alien* the reversion and the land to *A.* and his heirs for money, and the deed has not the word *grant* in it, nor is inrolled within the six months: By the words *alien the reversion*, if there be attornment the reversion passes; but a reversion will not pass by the words *bargain and sell*, without attornment. *Cro. Jac.* 210. *Godb.* 7.

Leases for years may be made almost by any kind of words that declare the intent and agreement of the parties to have the land and take the profits for a certain number of years; (*a*) as to say, *I will that you shall have my land in* D. *from henceforth for twenty-one years*; or *I do give you leave or license to hold my land in* D. *for twenty-one years*. For in these cases the words *demise* and *grant* are not absolutely necessary to make a lease for years. One says, *I will you shall have a lease for twenty-one years of my land in* D. *paying* 10*l. rent; make a lease in writing, and I will seal it*: These words between persons make a good lease presently. *Moore's Rep.* Case 31. *Cro. Eliz.* 33. *pl.* 17. In leases for lives or years.

The words *covenant, grant and agree*, that another shall have land for so many years, are apt words to make a lease for years, and shall enure as a lease. *Bro. Tit. Leases.* 60. *Bac. Abr. Tit. Leases.* 420. *Mod.* 79.

A covenant will amount to a lease. *Noy* 14. *Fitz. Tit. Ass. pl.* 12. 3 *Bulst.* 252. *Bac. Abr. Tit. Leases.* 420.

If a man license another to hold his land, this amounts to a lease (*c*). *H.* 7. *f.* 1. 3 *Bulst.* 252.

A lease made by the words *demise, bargain and sell*, is good: And it may be made for one or more months or years. *Hett.* 82.

So the words *convenit et concessit* make a good lease, for the word *concessit* is as operative as *dimisit* or *locavit*. *Bro. Tit. Leases. pl.* 60.

A tenant in tail of land entered into a house built upon it, and said, *Brother, I here demise unto you my house as long as I live, paying* 20*l* per ann. *to me, and finding me my board and washing, and keeping me a horse*; this is not a good lease without livery, but the delivery of a turf, twig, or any thing from off the land, makes it good. 6 *Co.* 26.

If a man makes a lease for life by deed, with a proviso, *that if the lessee shall die within sixty years, that his executors shall have so many of the sixty years as shall be to come at the time of his death*; this is a

(*a*) The words demise, grant, take and to farm let, and any other words that amount to a grant, may serve for a lease for years; so *dedi* or *concessi* are sufficient words to make a lease for years. *Co. Litt.* 45. *b.* *Ibid.* 301. 2 *Mod.* 250.

(*b*) But now there must be a lease, or note in writing, or the lease will not be good for more than three years. 29 *Car.* 2. *c.* 3.

(*c*) But this should be pleaded as a lease. 5 *H.* 7. 1. But it may be pleaded as a licence. *Bac. Abr. Tit. Leases.* 420.

good

good leaſe for the ſixty years, determinable upon the leſſor's death, but not a good leaſe for the years after his death, by reaſon of the incertainty; and yet it may amount to a good covenant for that time. *Dy.* 150, 253. *b.* 1 *Co.* 155. *a.*

But to ſay, *I will you ſhall have my land for life*, with livery, is a good leaſe for life. *Jenk. Cent* 5. Caſe 2.

Articles of agreement were made between *A.* and *B.* thus: *It is agreed between the parties, That* A. *doth let the land for and during five years, to begin at the feaſt of* St. Michael *next following; provided that* B *pays* A. *yearly, during the term, at the feaſt of* St. Michael, *and the Annunciation of the Virgin* Mary, 120*l* *by equal portions*: *And the parties do covenant, That a leaſe ſhall be made and ſealed according to theſe articles, before the feaſt of* All Saints *next enſuing*. This, the words "it is agreed that he doth let" being in the preſent tenſe, is a good leaſe preſently; and this proviſo, being by articles whereto both were parties, will be good as an agreement for the reſervation of the rent. *Noy's Rep.* 57. *Cro. Eliz.* 486. *Moore* 459. *pl.* 638. *Roll. Abr.* 847, 848.

If I have a leaſe, and covenant with another that he ſhall have it, this is good. 27 *H.* 8. 5. 3 *Bulſt.* 252.

If land be given to one till 20*l.* be levied, there muſt be livery, or elſe it will be but at will, becauſe of the incertainty. But if livery be made then it will be a leaſe for life, upon an implied condition to be void on payment of the money. *Bro. Tit. Leaſes.* 67. *Bro. Ca. ſol.* 101. *pl.* 462. 2 *Bulſt.* 252. 6 *Co.* 35.

But a covenant to *ſuffer* a man to enjoy his land for ſuch a time will not make a leaſe; it is but a covenant. *Contra*, if coupled with the word grant. 3 *Bulſt.* 252. 14 *H.* 8. 14.

So if a man leaſes his land, *being of a certain yearly value, till his debt be paid*, it is but a leaſe at will without livery made, but with livery it is a freehold. 6 *Co.* 35. *b.* 3 *Bulſt.* 100.

The moſt uſual and proper words whereby to make a leaſe is, *demiſe, grant, and to farm let*, with an *habendum* for life or years; yet ſuch a leaſe may be as good in other words; for whatever words will amount to a grant will amount to a leaſe.

And ſo the words *give, betake, commit, place*, or the like, may make a leaſe.

And if I covenant and grant with *B. that he ſhall enjoy my land for twenty years*, or I promiſe him *to* SUFFER (*a*) *him to enjoy my land for twenty years*, either of theſe makes a good leaſe.

And yet if *A.* covenants with *B.* to levy a fine *to him and his heirs, which ſhall be to the uſe of him and his heirs; provided that if* A. *pays* B. *and his heirs* 10*l.* *at the end of thirteen years, that then the fine ſhall be to the uſe of* A. *and his heirs; provided that if* B. *pays not* A. 100*l.* *at the end of thirteen years, that then* A. *ſhall re-enter*, &c. And *A.* covenants with *B.* by the ſame deed, *That* B. *his heirs, executors and aſſigns, ſhall quietly hold the premiſſes from* Michaelmas *next for thirteen years, and yearly thenceforth for ever, if the* 10*l.* *be paid, or the* 100*l.* *be not paid, at a yearly rent according the intent.* And *B.* covenanted to pay annually during the thirteen years two capons, and that during the thirteen years he would not commit waſte; and no aſſurance be made within the

(*a*) *Quære, et vid. ſupra.*

time

time. In this caſe the covenant does not make a leaſe, but ſhall enure only as a covenant, and his payment of a rent and covenant not to do waſte, will not alter the caſe. (a) *Cro. Jac.* 172. *Roll. Abr.* 847. 2 *Mod.* 80.

So if a man covenant and grant, that another ſhall enjoy his lands for ten years, this is no leaſe, becauſe it founds only in covenant. *Cro. Jac.* 172.

It is a rule, that any words which import an agreement between the parties, that the leſſee ſhall enjoy the land for a certain time, may make a leaſe. As, if I make a bailiff of my manor for certain years, and that he ſhall have the profits without any interruption; this may be a good leaſe for years.

A leaſe for years cannot by agreement of the parties be made to the heirs of the leſſee, nor intailed to the heirs of his body; and therefore if a leaſe be made to J. S. *and his heirs*, or to J. S. *and the heirs male of his body*; this cannot go ſo, but the executors of *J. S.* ſhall have it, and may diſpoſe of it, and the heirs will have nothing to do with it. 10 *Co.* 87. *a. b.*

Articles of agreement were made between *A.* and *B.* thus: *Articles*, &c. *Firſt of all* A. *doth demiſe his cloſe to* B. *to have it for forty years, and a rent reſerved, with a clauſe of diſtreſs*, &c. *In witneſs whereof*, &c. And afterwards there was written in the ſame paper a memorandum, *that theſe articles are to be ordered by counſel of both parties, according to due form of law*; and becauſe the intent of both parties appeared by that memorandum, and the leaſe was drawn by the counſel, but never ſealed, (for the parties diſagreed about fire-bote) it was ruled by the court, that the articles were not a ſufficient leaſe. *Noy's Rep.* 128.

One ſeiſed of a prebend, made a leaſe of part of it with theſe words: *Cum omnibus commoditatibus, emolumentis, proficuis & advantagiis eidem prebend' ſpectant' ſeu aliquo modo pertinen'*. By this the advowſon does not paſs. *Hob.* 303, 304.

Words in aſſignments of leaſes.

If a leſſee for life by his deed ſays to me, *I give, grant, bargain and ſell my intereſt in ſuch land to you for twenty years*, habendum *in ſuch manner and form as I do hold the ſame*: This will be a good aſſignment for ſo many years as the leſſor ſhall live.

Words in patents.

The words of a patent will bind the patentee and his aſſigns, and enure as a covenant, without the word *covenant*. *Cro. Jac.* 522.

An uſe.

If a man, on the marriage of his ſon, expreſſes theſe words upon the land, *my ſon* A. *after my wife's death and mine, I give this land to thee and thine heirs for ever*, nothing will paſs thereby; for an uſe cannot ariſe at this day without a deed; and in this caſe there is neither deed nor livery to paſs the remainder. But in ſome ſpecial places, cities, and the like, by cuſtom of the place, it may paſs by way of bargain and ſale by word. *Dyer* 297. *Jenk. Cent.* 6. Caſe 32.

But the uſes of a fine and ſurrender may be declared without a deed. *Poph.* 105. Yet in all caſes it is the uſual, ſafeſt and moſt certain way, to declare the uſes and truſts by deed in writing.

(a) The reaſon is, becauſe it was the original intent of the parties to make an aſſurance only in the nature of a mortgage, and ſubſequent events will not furniſh a ground to alter the conſtruction of it.

If

If one has iſſue two ſons, and by deed, in conſideration of marriage, gives his land to his younger ſon, and to his heirs after his death, but no livery is made, the father dies, the eldeſt ſon enters; this ſhall not enure by way of covenant, to raiſe an uſe to the younger ſon, but by the word *give* it ſhall enure to paſs the eſtate; and if livery be not made, it is not good. *Hughes's Abr.* 1209.

SECT X.

Of Sealing Deeds.

9. Sealing. THE ninth thing neceſſarily incident to a good deed is ſealing.

Sealing of deeds in old time was not uſed in *England;* for the *Saxons* uſed only to ſubſcribe their names, and add the ſign of the croſs, and ſet down the names of a great number of witneſſes. And afterwards the *Normans* brought in with them the cuſtom of ſealing deeds; but this was only introduced by degrees: for firſt the kings and a few of the nobility uſed it, and to ſeal with their ſeals of arms; afterwards all the nobility uſed it, and then the gentlemen; and about the time of *Edw.* 3. all men began to uſe ſealing of deeds, which has been continued ever ſince; ſo that now it is of neceſſity, inſomuch that if a deed be never ſo well written before and delivered afterwards, yet if it be not ſealed between the writing and delivery, it is not a good deed; but if a ſtranger ſeals it before the delivery of it, it is as well as if the party to the deed did ſeal it himſelf: And therefore if another man ſeals a deed of mine, and I take it up after it is ſealed, and deliver it as my deed; this is ſaid to be a good agreement to an allowance of the ſealing, and ſo a good deed. (*a*) And if the party ſeals the deed with any ſeal beſides his own, as with a ſtick, key, or any ſuch thing which makes a print, it is good. And although it be a corporation that makes the deed, yet they may ſeal with any other ſeal beſides their common ſeal, and the deed will be never the worſe. And if there be twenty to ſeal one deed, and they ſeal all upon one piece of wax, and with one ſeal, yet if they make diſtinct and ſeveral prints, this is a very ſufficient ſealing, and the deed is good enough. (*b*) *Terms de la Ley*, Tit. *Fait.* 21. *l.* 45. 22. *l.* 1. *Plow. Co. Litt.* 225. 2 *Co* 4, 5. *Perk.* § 129, 130, 131, 132, 134. 2 *E.* 4. 81. *a. Shep. Touchſt.* 55. 2 *Roll. Abr.* 23. *l.* 25, 30, 35.

If a feoffment be made to two with covenants, and one of them ſeals it, and the other does not, but he who does not ſeal it *ſurvives* and ex-

(*a*) But the ſtatute 29 *Car.* 2 *c.* 3. revives the *Saxon* cuſtom and expreſsly directs the ſigning in all grants of lands and many other ſpecies of deeds, in which therefore ſigning ſeems to be now as neceſſary as ſealing, though it has been ſometimes held that one includes the other. 2 *Blackſt. Com.* 306. 3 *Lev.* 1. *Stra.* 764

(*b*) For further learning on this ſubject. *Vid. Co. Litt.* 7. *a. Seld. Of. Clau.* 3. *Mad. Form. Intro.* 27.

expir-

capies the land, he is bound by the ſeal of his companion. (*a*) *Dyer* 13. *b.* 66.

A. and *B.* his ſon join in a deed to grant an annuity, and *A.* ſets his hand and ſeal, and a label is put for the ſon, but he never ſeals it; the deed is void as to his ſon, and ſhall not biud him. *Dyer* 13. *b.* 66. 227.

If two make a deed, and one of them ſeals it at one time, and the other at another time, this is as good as if they ſealed it together. *Lane* 32.

If there be two parts of an indenture of leaſe, and the leſſee ſeals his part, but the leſſor does not ſeal, it is all void as to the paſſing of eſtates, and the covenants, and bonds to perform them, for all depends upon the exiſtence of the leaſe, and if the leſſor does not ſeal, then there is no leaſe. *Yelv.* 18, 19. 3 *Leon. Ca.* 138.

But if a feoffor, donor or leſſor, ſeals that part of the *indenture* which belongs to the feoffee, &c. the indenture is good although the feoffee never ſeals the counterpart belonging to the feoffor, &c. *Co. Litt.* 229. *a. Cro. Eliz.* 212.

Although a condition or covenant may be pleaded by indenture, ſealed with the ſeal of the other party, (*b*) yet a conveyance cannot be pleaded by deed not ſealed by the party, agent, feoffor, grantor, leſſor, &c. (*c*) 3 *Leon.* Caſe 138. *Com. Dig.* Tit. *Fait. c.* 2.

If a deed concludes with theſe words, *In witneſs whereof I have hereunto ſet my hand;* and the party writes his name, and puts his ſeal; this is a good deed, although no mention be made of putting his ſeal to it. *Hetley* 75. (*d*)

SECT.

(*a*) If an indenture of leaſe be between *A.* of the one part, and *D.* and *R.* of the other part, and *A.* ſeals and delivers the indenture to *D.* and *D.* ſeals the counterpart to *A.* But *R.* does not ſeal and deliver it, but agrees to the leaſe. On an action by *A.* againſt *D.* on the indenture or covenant therein, it muſt be named in the writ; for by the agreement to the leaſe which was made by indenture, he is become chargeable under the covenants therein, as well thoſe which are collateral to the leaſe and not annexed to the land, and grow due by the deed, as thoſe relating to the rent which is parcel of the leaſe. *Co Litt.* 231. *a. Com. Dig. Tit. Fait. c.* 2.

(*b*) One party to a deed cannot covenant with another who is no party but a mere ſtranger to it, but one who is no party to a deed, may covenant with another who is a party, and thereby oblige himſelf *by ſealing the deed.* *Per Holt*, Ch. J. *Carth.* 76, 77. *Sed quære*, if a deed be of two parts; for in the principal caſe the ſecond party was not deſcribed to be of the ſecond part, but the firſt party was ſaid to be of the firſt part. *Vid.* 2. *Lyſt.* 673.

(*c*) A diſtinction ſubſiſts between an indenture BETWEEN parties on the one ſide, and parties on the other ſide, and a deed indented which is not reciprocal, but is without a between, &c. as TO ALL CHRISTIAN PEOPLE, &c. for, in the former caſe no bond, covenant, or grant, can be made in or with any that is not party to the deed: But in the latter a bond, covenant, or grant, may be made to divers ſeveral perſons. 2 *Inſt.* 673. 3 *Lev.* 439. *Cro Eliz.* 56. 2 *Roll. Abr.* 22. *F.* 1.

(*d*) If it be not mentioned whoſe a deed is, and two perſons are named and put their ſeals, &c. this will be conſidered as the deed of thoſe who are named, as if an obligation be made by *J. S.* and for the better ſecurity *J.* doth found *J. D. fidei juſſorem*, and *J. D.* put his ſeal to it, *J. D.* ſhall be bound thereby, and an action may be brought againſt him. *Cro. Eliz.* 37. So where a deed was, " it is agreed that a grey nag, &c. In witneſs whereof

SECT. XI.

Of Delivering Deeds.

10. Delivery. THE tenth and laſt thing which lord *Coke* obſerves to be ne-ceſſarily incident to a good deed, is the delivery thereof. *Co. Litt.* 35. *b.*

A delivery is neceſſarily incident to a good deed; for if it be ne-ver ſo well written and ſealed, and it is not delivered by the party him-ſelf, or by ſome other perſon by his agreement or aſſent, it is of n force.

Therefore I ſhall ſhew, what is a good delivery of a deed, a not.

1. With reſpect to the perſon who makes it.
2. With reſpect the perſon to whom it is made.
3. With reſpect to the time.
4. With reſpect to the place.
5. With reſpect to the manner and order of the delivery.

First, *Of the Delivery of a Deed with Reſpect to the Perſon makes it.*

THE delivery of a deed is either *actual*, *i. e.* by doing ſomething a ſaying nothing; or elſe *verbal*, *i. e.* by ſaying ſomething and d ing nothing, or it may be by both; for there is a delivery in deed, a a delivery in law.

And either of theſe may make a good delivery and a perfect dee but by one or both of theſe it muſt be made; for otherwiſe, altho it be never ſo well ſealed and written, yet the deed is of no force, may *any* uſe be made of it as a deed. *Cro. Jac.* 136. *pl.* 12. *Perk.* 137. *Co. Litt.* 36. *a.* 2 *Roll.* 24. *l.* 28. 45.

And though the party to whom it is made takes it to himſelf, happens to get it into his hands, yet it will do him no good, nor h that made it any hurt, until it be delivered. 9 *H.* 6. 37. *a. b.*

And a deed may be delivered by the party himſelf that makes it, by any other by his appointment or authority precedent, or aſſent

of we have hereunto ſet our hands and ſeals," and *A. B.* and *C. D.* ſign and ſealed it, it was held *per curiam*, that an action would lie by the b ſigning and ſealing. 1 *Salk.* 214. *pl.* 1.

If an indenture of charter party be made between *A.* and *B.* of the o part, and *C.* and *D.* of the other part, and there are ſeveral covenants on t one part and on the other, and *A.* alone ſeal the indenture on one pa and *C.* and *D.* ſeal it on the other part. But throughout the indenture it mentioned that *A.* and *B.* covenant with *C.* and *D.* and *C.* and *D.* coven with *A.* and *B.* In this caſe *A.* and *B.* may join in an action againſt and *D.* upon the indenture for breach of a covenant in the deed, altho *B.* never ſealed the deed; becauſe he is a party to the deed, and *C.* and had ſealed their part upon which the action is brought to *B.* as well as to 2 *Roll. Abr.* 22. *F.* 2.

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agreement ſubſequent, for *omnis ratihabitio mandato æquiparatur*; and when it is delivered by another that has a good authority, and purſues it, it is as good a deed as if it was delivered by the party himſelf; but if he has no authority, or does not purſue his authority, then it is otherwiſe. *Perk.* § 137. 3 *Co.* 35. *Cro. Eliz.* 167. 9 *H.* 6. 37.

And therefore if a deed, or the contents thereof, be read or declared to a man that is to ſeal it, and he (being illiterate) delivers it to a ſtranger, and bids him examine it, and if it be ſo as it was read to him, then to deliver it as his deed, otherwiſe to re-deliver it to him again that made it; in this caſe, if the deed be in truth otherwiſe than it was read, and yet notwithſtanding he to whom it was delivered delivers it to him to whom it is made, this delivery will not avail, neither is the deed by delivery this become a good deed. *Perk.* § 137. 11 *Co.* 28. 3 *Co.* 35. 47 *E.* 3. 3.

If a leſſee for years grants his term by deed, and ſeals it in the preſence of ſeveral perſons, and of the grantee himſelf; and the deed is at that time read, but not delivered; but the grantee does not take it away with him, but leaves it behind him in the place, and does not countermand it; this is a good delivery in law. (*a*) *Shelton*'s Caſe. *Cro. Eliz.* 7.

And yet if a deed is written and ſealed in my name, and brought me, and I am deſired to deliver it as my deed, and I ſay, *do you ſuch a thing, and take it as my deed, otherwiſe not*; this is not my deed till the condition be performed. *Cro. Eliz.* 855. *b.*

Or if I ſay, *take it to you, I will not deliver it as my deed*; this is not my (*b*) deed. *Ibid.*

But if it be once delivered to the party himſelf *as my deed*, it cannot afterwards be defeated but by a condition in writing. *Ibid. Quære.*

If an indenture be made by *A.* and *B.* to *C.* and *C.* ſeals his part, and delivers it to *A.* and *B.* but they do not deliver their part, &c. yet this is a good deed to charge *C.* who delivers it. *Cro. Eliz.* 212.

(*a*) *A.* directed *B.* to write an obligation, which he did, and afterwards *A.* ſealed the ſame and ordered *B.* to keep the ſame until certain indentures containing certain covenants ſhould be made between the obligee and him. This deed was not made, but the obligee got the writing out of the poſſeſſion of *A.* and brought his action thereon, and the queſtion was, if here was a delivery; and the better opinion was, that there was not. 9 *H.* 6. 37. *a. b.* So if a patron deliver a preſentation in writing, and put his ſeal to it, and ſuffer it to lie in his ſtudy, and the party preſented to it, get into poſſeſſion of it without the privity and licence of the patron, and carry it to the biſhop, and is thereupon inſtituted and inducted, this is merely void, and is no preſentation. *Yelv.* 7.

(*b*) If a man throws a writing on a table, and ſays nothing, and then the party takes it; this is not a delivery, unleſs it were put there with intent to deliver it to the party, which is a fact to be found by a jury. 1 *Leon.* 140. *Cr.* 95. So if an obligation made to two, be delivered but to one without ſaying any thing, this will not avail as to the other. 2 *Roll.* 24. *l.* 12. So if one delivers a writing to *A.* to the uſe of *B.* it is not a delivery to *B.* if it was not delivered as his deed. 2 *Roll.* 24. *l.* 39. *Et vid. Com. Dig. Tit. Fait. a.* 3.

An indenture made by a dean and chapter, and in their chapter-houſe they put their ſeal to it, and make a letter of an attorney to *J. S.* to enter, and make delivery upon the land, which he does; this is a good leaſe, but it is not good till it be delivered. *Cro. Eliz.* 167.

If a deed-poll be made by *A.* to *B.* with mutual covenants from one to the other; *B.* delivers it firſt to *C.* then *C.* delivers it to *B.* this is a good delivery to bind both parties. (*a*) *Cro. Eliz.* 483.

The deed of a corporation needs no delivery; for when it is made by common conſent, and the common ſeal put to it, that is equal to a delivery. 2 *Roll.* 23. *l.* 50. *Dav.* 44. *b.* *Sed vid. Co. Litt.* 36. *a.* 13 *ed. note* 5.

A delivery by a ſtranger, with the aſſent of the maker of the deed, is ſufficient. *Perkins Fait.* 137. *Com. Dig. Fait. A.* 3.

Secondly, *Of the Delivery of a Deed with Reſpect to the Perſon to whom it is made. Here See Butler & Baker's Caſe.* 3 *Rep.* 36.

A Deed may be delivered to the party himſelf to whom it is made, or to any other by ſufficient authority from him; or it may be delivered to a ſtranger, for and on the behalf and to the uſe of him to whom it is made, without authority from him. *Dyer* 167. *a. b.*

But if it be delivered to a ſtranger without any ſuch declaration, intention or intimation, unleſs it be in caſe where it is delivered as an eſcrow, it ſeems this is not a ſufficient delivery; becauſe the bare act of delivery to him without words worketh nothing. *Co. Litt.* 36. And yet if an obligation be made to the uſe of the third perſon expreſſed by the deed, and the obligor delivers it to him to whoſe uſe it is made, this is ſaid to be a good delivery.

If one delivers a deed to a ſcrivener to the uſe of two, if one of them who is particularly named will agree to it, and if he will not agree, then ſays that he would not, that the other ſhould be made acquainted with it, but that it ſhould be void, and the former dies without being privy to the deed, this will not be a good deed. *Moore* 448.

And if a deed be delivered to a ſtranger, to the uſe of him to whom it is made, this delivery is good; and although he to whoſe uſe it is delivered, dies before notice or agreement, yet the deed is good; but it is otherwiſe where it is to take effect upon a condition precedent. *Moore* 448.

(*a*) The caſe was, a deed poll was made between *C.* and *P.* whereby *C.* covenanted with *P.* to aſſure unto him ſuch land, and *P.* covenanted with *C.* to pay unto him 40*l.* *P.* delivered the deed firſt to *C.* and *C.* afterwards delivered it to *P.* Then *C.* brought debt for the 40*l.* And on demurrer it was contended, that by this delivery to *P.* the deed had loſt its force, but adjudged for the plaintiff, becauſe here was a writing, ſealing, and delivery, and the delivery to the defendant was not material. *Cro. Eliz.* 483.

If

If one grants a rent to a college in fee by deed, and delivers the deed to a ſtranger to the uſe of the college, and the college ſeals the counterpart of the indenture; in this caſe it was held, that a ſtranger might receive the deed to their uſe, without any letter of attorney, and that their ſealing of the counterpart was an agreement and confirmation of it. *Cro. Eliz.* 862.

If a deed be indented, and he who makes it ſeals and delivers his part, but the other does not ſeal and deliver his part; yet he ſhall be bound by it. *Cro. Eliz.* 212.

Thirdly, *Of the Delivery of a Deed with Reſpect to the Time.*

IF deed be delivered before or after the day of the date of it, yet it is good enough; but if it be delivered before it be ſealed, it is good for nothing; and where it is delivered before the date, yet in the pleading of it, it muſt not be ſo ſet forth. 2 *Co.* 4. *Plow.* 492. *Co. Litt.* 6. *a.* 2 *Roll.* 21. *l.* 41.

But if no time be ſhewn of the delivery, it ſhall be taken to be delivered at the time of the date of it. 3 *Leon.* Caſe 227, 357.

If a deed be dated 15th *November*, 23 *Eliz.* and is not ſealed or delivered till the 18th *November*, 26 *Eliz.* yet it is good; and he who made it may not plead *non eſt factum* to it; but if there be occaſion, perhaps by a ſpecial plea he may help himſelf. *Cro. Jac.* 136.

If a deed be made by two, and one delivers it one day, and the other another day, this is good: And *prima facie*, every deed ſhall be intended to be delivered the day of the date of it. *Latch.* 61.

If three ſeal a deed at one time, and a fourth at another time, and then it is delivered by them all, it is not the deed of any of them till the delivery. *Vid Cro. Car.* 263.

If an obligation be dated the firſt of *May*, and the firſt of *June* following the obligee makes a releaſe dated the firſt of *March*, and delivers it the firſt of *June*; by which he releaſes all actions *ab origine mundi* until the date of the releaſe. By this the obligation is not releaſed. *Cro. Eliz.* 14.

If an obligation be made with a condition to do ſomething by a day, and the obligation is not delivered at the time, ſo that it is now impoſſible to be done, in this caſe the condition will be gone, and the obligation ſingle. *Yelv.* 35, 138.

A deed takes effect by the delivery, and be the delivery before or after the date, it is not material; and if delivered before the date, and one of the parties dies before the date, yet the deed is good. 5 *Co.* 4.

Fourthly, *Of delivering Deeds with Reſpect to the Place.*

THE delivery of a deed is always intended to be in the place where it is made.

If a man pleads a releaſe, or other deed *made at ſuch a place, viz.* at *D.* in the county of *M.* he ſhall not ſay it was delivered at any other place than where it bears date. *Perk.* § 150.

And therefore if an action of debt be brought by adminiſtrators, and they declare that the adminiſtration was committed to them in *London*, and the letters of adminiſtration bear date in another place, and in another county, the declaration ſhall abate; for he who pleads a deed is not to vary from the place where it bears date; but he againſt whom a deed is pleaded may ſay it was made by dureſs of impriſonment at another place and in another county than it bears date. *Perk.* § 151.

Fifthly, *Of delivering Deeds, with Reſpect to the Order and Manner of the Delivery.*

IF I have ſealed my deed, and after I deliver it to him to whom it is made, or to ſome other by his appointment, and ſay nothing; this is a good delivery.

So if I take the deed in my hand, and uſe theſe or the like words, *here take it*, or *this will ſerve*; or *I deliver this as my deed*, or *I deliver him to you*; theſe are deliveries.

So if I make a deed of land to another, and being upon the land, I deliver the deed to him in the name of ſeiſin of the land; this is a good delivery.

So if the deed be ſealed, or lying in a window, or on a table, and I uſe theſe or the like words, *there he is, take it as my deed*; this is a good delivery, and perfects the deed; for as a deed may be delivered by words without deeds, ſo may it alſo be delivered by deeds without words. 9 *Co.* 137. *Dyer* 192, 167. *Co. Litt.* 36. *a.* 49. 35 *Aſſ. pl.* 6. 2 *Roll.* 44. *l.* 28, 45. *Dal.* 104. *Ow.* 95.

But if a man ſeals and acknowledges before a mayor or other officer appointed for that purpoſe a writing provided for a ſtatute of recognizance, this acknowledgment before ſuch an officer ſhall not amount to a delivery of the deed, ſo as to make it a good obligation, if it happens not to be a good ſtatute or recognizance. Adjudged, *T.* 37 *Eliz. B. R.*

If one ſeals and delivers a deed to *L.* to the uſe of the obligee, who refuſes it, but *L.* leaves it at the place; this is a good delivery, and a good deed. *Anderſ.* Caſe 8. *Dy.* 167. *pl.* 14. *Sed vid. contra*, 5 *Co.* 119. *b.* and that the obligor may plead *non eſt factum*; for by the refuſal the bond loſes its force and becomes no deed. *Et vid.* 3 *Co.* 26. *b. Moore* 300. *Cro. Eliz.* 54.

Where a deed, by the firſt delivery of it, is a good deed, though it be not effectual to paſs the thing granted, the ſecond delivery of ſuch a deed is void.

And therefore if one who has right to land in the county of *L.* being out of poſſeſſion, makes a leaſe, and delivers it by letter of attorney to the attorney, to the uſe of him to whom it is made; and the attorney enters into the land, and according to his warrant delivers it; in this caſe although the leaſe was void, becauſe delivered in the county of *L.* when the leſſor had nothing in the land: yet it was held, that although the firſt delivery was void to paſs a thing, yet it being his deed by the firſt delivery, the ſecond delivery was void. *Cro. Eliz.* 483.

If

If a corporation makes a deed to *J. S.* and a letter of attorney to *J. D.* to deliver the deed and the poſſeſſion, (then in the hands of two tenants) the attorney enters into the poſſeſſion of one of them, and there delivers the deed, and afterwards he does the like in the poſſeſſion of the other; this is without queſtion good for the land in the poſſeſſion of the firſt, and ſo for the other, if they be only tenants at will; but if tenants for life or years, it is doubtful, becauſe a deed may not have a double delivery. *Cro. Eliz.* 181.

If a deed becomes void by diſagreement, as where one covenants with two covenantees to ſtand ſeiſed of land, and one of the covenantees gives notice that he utterly refuſes, and thereupon the covenantor raſes out his name every where, and puts in another name; this deed will not be good without a ſecond delivery of it. *Moore*, Caſe 448. *Roll. Tit. Faits. ſecond Deliv. fol.* 25. *N.*

In caſe where a deed is merely void, and takes no effect by its firſt delivery; as where a woman covert ſeals and delivers a deed, or the like, and ſhe after her huſband's death, being ſole, delivers the deed again, in this caſe the deed is good, without ſealing it again. 8 *H.* 6, 7. *Roll. Abr. Tit. Fait. N.* 1.

Where a deed originally good doth become void by matter *ex poſt facto*, as by breaking the ſeal, or the like, if the party to the deed ſeals and delivers it again, by this means the deed is become good again. 1 *Roll. Tit. Fait. N.* 2.

And regularly there may not be two deliveries of a deed, for where the firſt delivery takes any effect at all, the ſecond delivery is void. *Perk.* § 154. 11 *H.* 6. 24. *Roll. Abr. Tit. Fait. N.* 3.

And therefore it is held, that if an *infant*, or a man by *dureſs* of impriſonment, makes, ſeals and delivers a deed, &c. (in which caſes the deed is not void but voidable) and after the infant being of full age, or the man impriſoned being at large, delivers this deed again the ſecond time; this ſecond delivery is void, *debile fundamentum fallit opus. Perk.* § 154. 5 *Co.* 119. *Cro. Eliz.* 483. *Dyer* 51, *b. pl.* 16.

So if a man be diſſeiſed, and makes a leaſe for years in writing, and delivers the deed, and after delivers it upon the ground; this ſecond delivery is void, for the firſt delivery made it his deed; but if he had delivered it as an eſcrow to be delivered as his deed upon the ground, this had been a good ſecond delivery. *Co. Litt.* 48.

Delivery of a deed as an eſcrow.

The delivery of a deed as an eſcrow, is where one makes and ſeals a deed, and delivers it to a *ſtranger* until certain conditions be performed, and then to be delivered to him to whom the deed is made to take effect as his deed. *Cro. Jac.* 85.

And ſuch a delivery is good, but in this caſe two cautions muſt be heeded:

Firſt, That the form of words uſed in the delivery of a deed in this manner be apt and proper.

Secondly, That the deed be delivered to one that is a *ſtranger* to it, and not to the party himſelf to whom it is made. *Dyer* 34, 167. *Cro. Jac.* 85. *Cro. Eliz.* 835, 885, 520. 1 *Inſt.* 36. *a. Hob.* 246. 9 *Co.* 137. 2 *Roll.* 26.

The words therefore that are uſed in the delivery muſt be after this manner: *I deliver this to you as an* ESCROW, *to deliver to the party as my deed, upon condition that he deliver you 20l. for me*; or *upon condition that*

he

he deliver up the old bond he hath of mine for the ſame money, or as the caſe is. Or elſe it muſt be thus: *I deliver this as an* ESCROW *to you to keep until ſuch a day*, &c. *upon condition, that if before this day he to whom the eſcrow is made ſhall pay to me* 10l. *or give to me a horſe, to enfeoff me of the manor of* Dale, (or perform any other condition) that then you ſhall deliver this eſcrow to him as my deed. (*a*) *Kelw.* 88. *pl.* 2. 9 *Co.* 137. *Co. Litt.* 36, 48. 3 *Cro.* 835. 14 *H.* 8. 22. 19 *H.* 8. 8. *a.*

But if when I ſhall deliver the deed to a ſtranger, I ſhall uſe theſe or the like words, *I deliver this to you as my* DEED, *and that you ſhall deliver it to the party, upon certain conditions*; or *I deliver this to you as my* DEED, *to deliver to him to whom it is made when he comes to* London; in theſe and ſuch like caſes the deed takes effect preſently, and if the party to whom it is made, get into poſſeſſion of it, he is not bound to perform any of the conditions. *Perk.* § 143. *Fitzh. Faits. et Feofm.* 4, 15, 16. *Mod.* 217. *Sav.* 71. *pl.* 148.

An eſcrow muſt be delivered to a ſtranger; for if I ſeal my deed, and deliver it to the party himſelf to whom it is made *as an* ESCROW, upon certain conditions, &c. in this caſe, let the form of the words be what it will, the delivery is abſolute, and the deed ſhall take effect as his deed preſently, and the party is not bound to perform the conditions; for *in traditionibus chartarum non quod dictum ſed quod factum eſt inſpicitur. Perk.* § 138, 140, 141, 142, 143. *Cro. Jac.* 85. *Styles* 251. *Noy.* 6. *Hob.* 246. *Moore* 642. *Cro. Eliz.* 520. 9 *Co.* 137. *ſed vide contra. Cro. Eliz.* 835. *Moore* 696, 697. *ca.* 969.

But in the caſes before, where the deed is delivered to a ſtranger, and apt words are uſed in the delivery thereof, it is of no more force until the conditions be performed, than if I had made it and laid it by me, and not delivered it at all; and therefore in that caſe, although the party gets it into his hands before the conditions be performed, yet he can make no uſe at all of it, neither will it do him any good. *Ibid.*

But when the conditions are performed, and the deed is delivered over, then the deed ſhall take as much effect as if it had been delivered immediately to the party to whom it is made; and no act of God or man can hinder or prevent its effect then, if the party that makes it be not, at the time of making thereof, diſabled to make it. He therefore that is truſted with the keeping and delivery of ſuch a writing, ought not to deliver it before the conditions are performed, and when the conditions are performed, he ought not to keep it, but deliver it to the party according to the authority to him given. For it may be a queſtion, whether the deed be perfect before he hath delivered it over to the party according to the authority given him. 3 *Co.* 35. *Fitzg. Feofm. et Faits.* 13.

Although an eſcrow is well delivered into a third man's hand, yet if either of the parties to the deed dies before the conditions be performed, and the conditions be after performed, the deed is good, for there

(*a*) In ſuch caſes the plea to ſuch inſtrument muſt conclude to the country; for if it plead the ſpecial matter and conclude *et ſic non eſt factum et hoc paratus eſt verificare*, this is a ſpecial negative of the affirmative in the declaration, and the general concluſion in the negative is a waiver of the ſpecial matter precedent. 1 *Salk.* 274. 1. 2 *Ld. Raym.* 805.

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was *traditio inchoata* in the life-time of the parties, & *poſtea conſummata exiſtens* by the performance of the conditions, it takes effect by the firſt delivery, without any new or ſecond delivery, and the ſecond delivery is but the execution and conſummation of the firſt delivery: And therefore if an infant or woman covert deliver a deed as an eſcrow to a ſtranger, and before the conditions are performed, the infant is become of full age, or the woman is become ſole, yet the deed in theſe caſes is not become good: and if ſhe be ſole at the firſt, and covert at the laſt, yet it is good, and not avoided by the marriage; and yet if a diſſeiſee makes a deed purporting a leaſe for years, and delivers it to a ſtranger out of the land as an eſcrow, and bids him enter into the land, and deliver it as his deed, and he does ſo, this is a good deed, and a good leaſe; ſo that to ſome purpoſes it has relation to the time of the firſt delivery, and to ſome purpoſes not. (*a*) 3 *Co.* 35, 36. *Perk.* § 9, 11.

Although a writing or eſcrow that is not ſealed and delivered in manner as aforeſaid, may not be uſed or pleaded as a deed, yet it may ſerve and be uſed as an evidence and proof of the agreement contained therein; and whatſoever may be done by word and without writing, may much more and better be done by writing unſealed or ſealed, though it be not delivered as aforeſaid. (*b*).

Of

(*a*) When the perſon at the firſt delivery hath not power or ability in law to contract, and before the ſecond delivery he attains to it, there the leaſe or contract is void, as in the caſe of an infant or feme covert: but when the perſon at the firſt delivery has power and ability in law to contract, but cannot perfect it till the impediment be removed, there if the impediment be removed before the ſecond delivery, the contract is good; as in the caſe of the diſſeiſee mentioned. And to ſome intent the ſecond delivery has relation to the firſt delivery, and to ſome not, and yet, in truth, the ſecond delivery has all its force by the firſt delivery; and the ſecond is but an execution and conſummation of the firſt; and therefore in caſe of neceſſity *et ut res magis valeat quam pereat*, it ſhall have its relation by fiction to be his deed *ab initio* by force of the firſt delivery; and therefore, if at the time of the firſt delivery, the leſſor be a feme ſole, and before the ſecond delivery ſhe takes huſband, or if before the ſecond delivery ſhe dies, in that caſe, if the ſecond delivery ſhould not have relation to this intent, to make it the deed of the leſſor *ab initio*, but only from the ſecond delivery, the deed in both caſes would be void; and therefore, in ſuch caſe for neceſſity *et ut res magis valeat*, to this intent, by fiction of law, it ſhall be a deed *ab initio*, and yet, in truth, it was not her deed till the ſecond delivery. But if in the caſe of the diſſeiſee, it ſhould have relation by fiction of law to the firſt delivery, then that would avoid the leaſe, for then it would be made by one who was out of poſſeſſion, and therefore to this intent it ſhall not have relation, but according to the truth of the deed, from the time of the ſecond delivery. But as to collateral acts, there ſhall be no relation at all: for if an obligee do releaſe before the ſecond delivery, the releaſe is void.

(*b*) A deed or conveyance at the common law, conformable in circumſtances to the rules herein before ſtated as to the incidents that are neceſſary to its conſtitution, in caſes where no further act or collateral circumſtance on the grantor's part is, by poſitive law, made neceſſary to give it efficacy, (as attornment was in the caſe of a grant of a reverſion, livery is on a feoffment, or execution by entry on an exchange, becauſe in exchanges there muſt be a reciprocal grant,) immediately diveſts the thing or eſtate meant to be conveyed thereby, without aſſent or notice of the perſon to whom the conveyance is made out of him who makes it, and veſts the ſame in him to whom it is made, though in his abſence or without notice to him, and he is

tenant

Of the formal or conſtituent Parts of Deeds, and the Ceremonies uſed on the Execution thereof.

SECT. I.

Of the Parts of Deeds in General.

IN every deed there are two conſiderable parts:

1. The *external* or *material part*; that is, the vellum, parchment or paper, writing and wax, *which are treated of in the laſt chapter*, § 2, 3, 10. *as things incident to a good deed.* 165, 166, 231.

2. The

tenant until ſome diſagreement appears. *Bro. Tit. Surrend.* 50. *Hutt.* 95. For, although it be *eſſential* to all conveyances that there be the conſent of both parties thereto, and conſequently that there ſhould be an agreement of the perſon to whom the conveyance is made, yet, it being *prima facie* for a man's advantage to take an eſtate, the law ſuppoſes no man unwilling to do that which is for his advantage, and therefore, in all conveyances an aſſent is, by intendment of law, implied in him that takes until the contrary appears by denial of aſſent, which *annuls the conveyance*; for a man can by no conveyance have an eſtate put in him againſt his will and by force: therefore a diſagreement will annul it, be it a leaſe for years made in his abſence, a fine, feoffment, grant with attornment, bargain and ſale, &c. 1 *Show.* 303.

Upon this principle it is, that if a deed of feoffment be to divers perſons, and livery be made to one feoffee in the abſence of the reſt, the eſtate veſts in them all till diſſent. So a grant of a reverſion after attornment of the leſſee paſſed the freehold by the deed, without aſſent or notice of the grantee. 1 *Inſt.* 49, 310. *Litt. ſec.* 66. *Bro. Tit. Attorn.* 40. *Tooker's* caſe 2 *Rep.* 68. So if a leaſe be made to baron and feme for years, the feme ſhall have it if ſhe ſurvive; becauſe intended for her benefit, and conſequently good till ſhe diſagree, and there is no need of an *expreſs* agreement to make it ſo. *Hob.* 204. 1 *Inſt.* 356. *a.* 2 *Leon.* 223. So a grant of goods and chattels veſts the property in the grantee before notice. 3 *Rep.* 26, 27. And if a bond be ſealed and delivered to a man's uſe, and he die before notice, his executors may bring an action upon it. *Dyer* 167. 3 *Rep.* 26. *b.* So an infant is capable of taking an eſtate, and yet he cannot aſſent, no more than a feme-covert.

But where *A.* by his deed did covenant with *B.* and *C.* to ſtand ſeiſed to the uſe of himſelf for life, and afterwards to the uſe of *R.* and his heirs, and delivered the ſame to *D.* as his deed, to the uſe of *B.* and *C.* if *B.* would agree to the ſame, and take the charge of it upon him, and if he would not agree that it ſhould not be his deed, and *B.* died before any agreement; it was held that the deed had no effect to bind *A.* in covenant by *C.* becauſe the agreement of *B.* was a condition precedent to the eſſence of the deed, and ſo this caſe diſtinguiſhable from a caſe where a deed is delivered to one to the uſe of another. *Moore* 300. 1 *Leon.* 152.

And, with reſpect to the diſagreement of the perſon meant to be benefited by ſuch deed or conveyance, without notice, a diſtinction is taken between a diſagreement to a conveyance of a freehold, and of a chattel; for, in the caſe of a freehold, the eſtate veſted cannot be deveſted by a mere parol diſagreement; therefore where a charter of feoffment was made to four, and ſeiſin was delivered to three in the name of them all, and, after the ſeiſin

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2. The *internal* or *intellectual part*; that is, the ſenſe, virtue and operation of the words therein contained, relative to the matter intended to be conveyed, &c *which is chiefly the ſubject of this chapter, treated under the formal and conſtituent parts of the deeds.*

Deeds for the moſt part conſiſt of theſe formal and orderly parts, *viz.* the *premiſſes, habendum, tenendum, reddendum,* or *reſervation, condition, warranty* and *covenants*; but all theſe are not eſſential parts of a deed, for a deed may be good although it has not all theſe parts, or it be not drawn and made in ſo formal and orderly a manner.

SECT. II.

Of the Premiſſes.

(A) *Premiſſes, what.*

THE premiſſes of a deed is all the forepart of the deed, or all that is written before the *habendum.*

(B) *The Office of the Premiſſes.*

THE office of the premiſſes in a deed is twofold. *Co. Litt.* 6. *a.*

was given, the fourth came and ſaw the deed, and declared by word that he would have nothing in the land, nor agree to the deed, but diſagree; it was adjudged that this diſagreement by *parol in pais* ſhould not deveſt the freehold out of him. 13 *R.* 2. Jointenancy 9. 35 *E.* 3. *Tit. Diſclaimer,* cited 3 *Co. Rep.* 26. *b.* But the diſagreement muſt be by an *act in pais* or by matter of record. As if lord and tenant be, and the tenant by deed doth enfeoff the lord and a ſtranger, and makes livery to the ſtranger in the name of both. In this caſe if the lord diſagree by word to the eſtate, it avails nothing; but if he enter into the land, and diſtrain for his ſeigniory, this *act* amounts to a diſagreement to the feoffment, and will deveſt the freehold out of him. 10 *E.* 4, 12. *Bro. Exting.* 33. So if lands be given to huſband and wife in tail, and after the ſtatute 32 *H.* 8 *c.* 28. the huſband alien the land to the uſe of him and his heirs, and then deviſe it to his wife for life and die, and the wife *enter* claiming by parol the eſtate for life, this is a good diſagreement to the eſtate of inheritance, and a good agreement to the eſtate for life. *Dyer* 351. *b. pl.* 24. But if the wife, before her entry, agree by parol to one eſtate, and diſagree to the other, it is nothing worth. And the ſame rule, as to diſagreement, now applies to eſtates created by limitation of uſes: for although an uſe might have been waved by word *in pais* before the ſtatute 27 *H.* 8. yet ſince that ſtatute, which incorporates the uſe and poſſeſſion of the land, an uſe, no more than an eſtate created by feoffment, gift, or grant, can be waved by parol, *in pais.* 1 *Co.* 120. *Ibid.* 83, *b.* 84, 85. *Moore* 601, 633. 3 *Co.* 27. *a.* *Sed vide* exception as to dower after marriage by 27 *H.* 8. *c.* 10. 3 *Co.* 27.

But as to chattels, if the deed be delivered to the uſe of the donee, the donee may make refuſal *in pais,* and by that the property and intereſt will be deveſted, and ſuch diſagreement need not be by deed, or in a court of record. As if *A.* makes an obligation to *B.* and delivers it to *C.* to the uſe of *B.* there if *C.* offer it to *B.* *B.* may refuſe it *in pais,* and thereby the obligation will loſe its force. So of a gift of goods and chattels. 3 *Rep.* 26, 27.

Firſt,

Firſt, To name rightly the perſon who makes the deed; as the *feoffor*, *donor*, *leſſor*, &c. and the perſon to whom it is made; as the feoffee, donee, leſſee, &c. *Concerning this*, *vide ſupra*.

Secondly, To comprehend the certainty of the thing to be conveyed by the deed, either by expreſs words, or ſuch as by reference may be reduced to a certainty; and it need not limit any eſtate. 9 *Co.* 49. *b.* *Vide ſupra*.

The office of the *habendum* is to limit the certainty of the eſtate, and need not repeat the thing given, again. *Co. Litt.* 6. *a.* 2 *Roll.* 65. *l.* 25. 9 *Co.* 47. *b.* *Plowd.* 196. *b.*

A bargain and ſale by indenture without expreſſing *to whom* in the premiſſes of the deed, although the *habendum* be to *A. B.* who is party to the deed, is not good; becauſe the office of the *habendum* is only to limit an eſtate, and not to give any thing; and there ought to be grantor and grantee in the premiſſes of the deed, otherwiſe it is void. *Cro. Eliz.* 903. *Moore*, caſe 1236.

There is a diverſity between an eſtate implied in the premiſſes, and an eſtate expreſſed; for if *A.* grants a rent to *B.* generally, this by implication and conſtruction in law is for life: but if the *habendum* is for years, this is good, and qualifies the generality and implication of the premiſſes. 2 *Co.* 24. *a.* 8 *Co.* 154. *Hob.* 170, 171. *Co. Litt.* 183. *a.* 2 *Roll. Abr.* 65, 66. *Cro. Eliz.* 254.

But the premiſſes ſhall ſtand, if the *habendum* is repugnant thereto; as if a man enfeoffs another, and in the premiſſes gives *to him and his heirs*, habendum *to the feoffee and his heirs, for twenty years or life*; this deed ſhall take effect by the premiſſes, and not by the *habendum*; for by the premiſſes and livery a fee is given, and the *habendum* is repugnant, and therefore void. 2 *Co.* 23. *b*, 24. *a.*

If in the *premiſſes* I enfeoff *A.* and *B.* of two acres, *habendum* one of the acres to *A.* and the other to *B.* the *habendum* is void, and the premiſſes ſhall ſtand. 3 *Leon.* 126. caſe 178. *Vide Hob.* 172.

If a man grants a term *habendum* after his death, this paſſes by the premiſſes; for the premiſſes are ſufficient to carry it, and the *habendum* ſhall not deſtroy it. *Cro. Eliz.* 235. *pl.* 27. (*a*) *Dyer* 272.

(C) *The*

(*a*) When the eſtate given in the premiſſes, and that given in the *habendum* of a deed, is abſolute and not implicative, and requires the ſame *formalities* to give it effect, thoſe formalities being complied with, the grantee ſhall take by the premiſſes, if that be moſt beneficial for him, and not by the *habendum*; for the deed ſhall be expounded moſt ſtrongly againſt the grantor. As if there be a grant of rent or common by the premiſſes to one and his heirs *habendum* to the grantee for years or for life, the *habendum* is void, and the fee paſſes by the premiſſes by delivery of the deed. So if one by deed grants a rent in *eſſe*, or a ſeigniory in the premiſſes to one and his heirs, *habendum* to the grantee for years or life; although another thing or ceremony is requiſite beſides the delivery of the deed (*viz.* attornment) yet as the thing lies in grant, and both eſtates, as well that in fee, as that for years or for life, require one and the ſame ceremony (*i. e.* attornment) the grantee ſhall, for the reaſon above-mentioned, take by the premiſſes and not by the *habendum*. And the rule is the ſame if land be given by deed in fee by the premiſſes, *habendum* to the leſſee for life; for one and the ſame ceremony is requiſite to both the eſtates; and therefore, when livery is made according to the form and effect of the deed, it ſhall be taken ſtrongeſt

(C) *The Contents of the Premiſſes.*

AS the *premiſſes* in a deed embraces all that is written before the *habendum*, it generally contains (1) The date, (2) The parties names and deſcription, (3) The recital, (4) The conſideration, (5) The receipt, (6) The grant, &c. (7) The things granted or conveyed; and (8) The exception.

(D) *The Date.*

THE date of a deed is the deſcription of the time in which the deed is made, which is done by the *day* of the *month* and the *year* of the *king's reign*, or the *year* of our *Lord*, or *by both* the year of the king's reign and year of our Lord.

It is either placed at the beginning of the premiſſes, or at the concluſion of the deed.

In deeds indented it is ſeldom (if ever) put any where elſe but at the beginning, thus:

ongeſt againſt the feoffor, and moſt for the advantage of the feoffee. But here different ceremonies are neceſſary to give effect to the eſtate given by e premiſſes, from thoſe neceſſary to give effect to the eſtate given by the *bendum*, and that given by the *habendum* paſſes by the delivery of the ed, and that given by the premiſſes does not paſs thereby without other remony, there is no room to imply an intention to give the eſtate mentied in the premiſſes; therefore the application of the rule of law "to take e grant ſtrongeſt againſt the grantor" would be improper, no alternative ing given by the grantor; the intention. as inferred from the *res geſtæ*, is lfilled by the grantee's taking the eſtate limited in the *habendum*, and ere is no ground for implication. *Ex gra* if there be a grant to *H.* and heirs, *habendum* to *H.* for 99 years; the eſtate given by the *habendum* ſs by the delivery of the deed alone, but to create the eſtate limited in e premiſſes there muſt be *livery* of, or in the name of, the land The antor's not making ſuch livery is a ground to infer, that he did not intend paſs the eſtate that required it, and therefore the grantee ſhall not have ; but if the eſtate given in the premiſſes ariſes by implication, or is conived in terms that admit of two meanings; there the *habendum* ſhall govern the premiſſes. Thus if *A.* grants a rent to *B.* generally, the ſame by plication and conſtruction is an eſtate for life; but, if the *habendum* be r years, it is good, and qualifies the generality and implication of the preiſſes. So if the premiſſes be limited to a man and his heirs, and the *habendum* be to him and the heirs of his body, here the word *heirs* being an uivocal term, applicable to heirs general or heirs ſpecial, the *habendum* xplains in which ſenſe it is uſed. And if the *habendum* be repugnant to the remiſſes, it ſhall be void, and the premiſſes ſtand, for an *habendum* ſhall ot fruſtrate a grant complete before: As if one grant *all* his term *habendum* after his death; the *habendum* will be void, for by the premiſſes the whole term was transferred. So if a grant be of the premiſſes to *A.* and his heirs; *habendum* after his death to *A.* and the heirs of his body, *A.* ſhall take immediately by the premiſſes, for a freehold in *futuro* cannot be; and therefore the *habendum* being repugnant to the premiſſes ſhall be void. *Vide* 2 *Co.* 23, 24. *Hob.* 171, *Dyer* 272. *a.* 1 *Salk.* 346. *Skinner* 542. 1 *Lev.* 339. *Comyn's Dig. Tit. Fait E.* 9. *Roll's Abr. Tit. Grants* K. *Co. Litt.* 183. *a. b.*

This

This Indenture made the 26th day of March, *in the 19th year of the reign of*, &c. *and in the year of our Lord* 1746.

But in deeds poll the date is uſually in the concluſion, after *in cujus rei teſtimonium*, &c.

Antiently the date of a deed was frequently omitted, and the reaſon thereof was, that the limitation of preſcription or time of memory did often in proceſs of time change; and then it was held for law, that a deed bearing date before the limited time of preſcription was not pleadable, and therefore they made their deeds without date, to the end they might alledge them within the time of preſcription. But the date of deeds was commonly added in the reigns of *Edward* the ſecond and *Edward* the third, and ſo ever ſince. (*a*) *Co. Litt.* 6. *a.*

(E) *The Parties Names, and Addition or Deſcription.*

THE parties or perſons contracting are the very efficient cauſes of the inſtruments or deeds of conveyance, for by their conſent they are agreed upon and made.

And ſuch perſons are either *active* or *paſſive*.

1. An *active perſon* in a deed is he who makes it, or gives, grants, enfeoffs, demiſes, releaſes, confirms, parts with, covenants or promiſes any thing; or ſhortly, he who makes any contract or bargain to or with any other to do or not to do any thing, and is named according to the contract; as the donor, grantor, feoffor, leſſor, releaſor, confirmor, bargainor, &c.

2. A *paſſive perſon* in a deed, is he to whom it is made, and who takes thereby, who is likewiſe differently named, according to the ſeveral natures of the contracts made; as donee, grantee, feoffee, leſſee, releaſſee, &c.

In regard to the parties, two things are to be particularly obſerved, *viz.* their *capacities*, and *names*, *addition*, or *deſcription*.

Firſt, As to their *capacities*; the *active perſons* who make any deed ſhould be perſons able to do it, or void of all impediments, either natural or civil. *Of which vid. ſupra. ſec.* 5. And the paſſive perſons to whom deeds are made ſhould be no ways diſabled to take by deed: *which vid. ſupra. fol.* 165. *ſec.* 6.

And, *Secondly*, As to thenames and addition or deſcription of the parties, it is requiſite that they ſhould be certainly named by their names of baptiſm and ſurnames, with lawful and ſufficient additions of place, eſtate, degree, myſtery or occupation, to diſtinguiſh them from all other perſons of like name, whether ſuch perſon be *king*, *prince*, *duke*, *marquis*, *earl*, *viſcount*, *baron* or *lord*, which are names of great nobility and honour: or he be a *baronet*, *knight*, *eſquire* or *gentleman*, which, by a diſtinction, are termed names of leſs nobility or honour: or he be a *yeoman*, *huſbandman*, *artificer* or *labourer*: or elſe if he be any eccleſiaſtical perſon, as *archbiſhop*, *biſhop*, *archdeacon*, *dean*, *parſon*, *vicar*, *clerk*

(*a*) The date is not eſſential to a deed: for if it has no date, or a falſe or impoſſible date, the deed will be good, and will take effect from the time of the delivery. *Co. Litt.* 6. *a.* 2 *Co.* 5. *a.* 2 *Roll.* 21. *l.* 41. 3 *Lev.* 10. *Kelw.* 34 *b.* *Yelv.* 193.

&

&c. Or if it be any corporation, or body civil or politic, having covent and common ſeal; as bailiff and burgeſſes, mayor and commonalty, or other fraternity, &c. *See the laſt chapter*, § 5, 7.

The names and deſcriptions of the parties are generally written in this manner: *This Indenture made*, &c. *Between* A. B. *of the pariſh of* —— or *of* S. (a town or noted *place*) *in the county of* —— *gent. of the one part; and* C. D. *of the ſame place*, or *of the pariſh of* —— (&c. as the caſe is) *in the county of* —— *yeoman, of the other part. For more examples vide infra.*

(F) *The Recital.*

A Recital is the ſetting down or report of ſomething done before. Recital, what.

As of deeds, wills, &c. ſhewing the derivation of a title intended to be conveyed, and of many other things. *Of which* vide infra, tit. *Recital.*

The recital uſually follows the names and deſcriptions of the parties, thus: *Between* A. B. *of*, &c. *and* C. D. *of*, &c. *Whereas one* V S. *late of*, &c. *in and by his laſt will and teſtament, bearing date the* —— *day of* —— *which was in the year*, &c. (after payment of his funeral expences, &c. therein particularly mentioned) *did give*, &c. *relation*, &c. *And whereas*, &c. *vide infra.* Where placed.

When a man is to take any new eſtate from the king, of a thing whereof there is an eſtate in being, there the former eſtate, if it be good and of record, muſt be rehearſed and recited in the deed, or elſe the ſecond grant will not be good; (*a*) but in caſe of a common perſon, there needs no ſuch recital; neither when a man is to derive an eſtate out of a former, or aſſign over a term of years, is it needful there ſhould be any recital of the former eſtate in being. *Shep. Touch.* 76. Yet it is frequently done. Where needful, or not.

If one recites or rehearſes an eſtate made for term of years, and then after grants over that term to another, and miſtakes in the recital, this miſtake may make all void. Where miſrecital will hurt a deed.

As if a *fieri facias* comes to a ſheriff to levy a debt, and he by writing recites, that the defendant hath a term of years, and then grants over that term to another, and miſtakes in the recital, this miſtake may make all void. Thus, if a *fieri facias* comes to the ſheriff to levy a debt, and he by writing recites that the defendant has a term of years, and ſuppoſes it to begin 1 *Maii*, 2 *Jac.* when in a truth it begins the 20th of *Auguſt*, and then ſells the ſame term; in this caſe the ſale is void; but if he adds theſe words in the deed, *and all the intereſt that the defendant had in the land*; or if he ſells it for a certain number of years only, this grant may be good notwithſtanding the miſ-recital. *Shep. Touch.* 74, 75.

If one recites a former leaſe to be made ſuch a day to *J. S.* and then makes a new leaſe, to begin after the end of the former leaſe, and miſ-

(*a*) As to recitals in caſes of grants from the crown, *vide Viner's Abr.* prerogative of the king Q, *b. ibid. l.* 2 *et Bacon Tit. Prerogative F.*

takes

takes the date of the old leaſe; in this caſe the deed is good notwithſtanding the miſtake. *Ibid.* 75.

If one grants a reverſion, and in reciting the leaſe in poſſeſſion, miſtakes the date of it only, and recites all the reſt truly; this will not hurt the grant, no more than where a man recites that ſuch land came to him by forfeiture, and then grants it by name, for in this caſe, although it did not come to him by forfeiture, but by ſurrender, yet this miſtake will not hurt; and yet in caſe of the king, ſuch a miſ-recital may make the grant void. *Shep. Touch.* 75.

If I grant to *J. S.* all the lands in *Dale*, which I purchaſed from *J. D* or which came unto me by deſcent from *J. S* or I give all my goods to *J. D.* which I have as executor to *J. D.* and in truth I have no ſuch lands or goods, but I had them by ſome other means, or of ſome other; in theſe caſes, and by this miſtake, the deed is void; but if I grant to *J. S* all my lands in *Dale*, by name, as *Whiteacre*, which I purchaſed of *J. D.* and in truth I did purchaſe them of another, in this caſe this miſtake will not hurt the deed; ſo if I grant twenty loads of wood in *Dale*, in the great wood which I had of the grant of my father, and in truth I had it not of the grant of my father, but of the grant of another, in this caſe the grant is void. *Ibid.* 75.

If I recite by my deed, that I am poſſeſſed of ſuch an intereſt in certain lands, and aſſign it over by the ſame deed, and thereby covenant to perform all covenants in the deed, if I be not poſſeſſed of ſuch intereſt, the covenant is broken. (*a*) *Leon.* caſe 164.

A recital

(*a*) Generally the recitals in a deed are not a neceſſary part thereof either in law or equity. They may be made uſe of to explain a doubt as to the intention and meaning of the parties; but they have no effect or operation. *Per Holt* 3. *Ch. Ca.* 101. *Com. Dig. Tit. Fait. E.* 1.

A recital will not make an eſtoppel, becauſe it is no direct affirmation. *Co. Litt.* 252. *b. Finch's Law* 33. 1 *Vent.* 84.

But note, the diſtinction between the recital of a fact and of a deed, for the former is binding, and, as part of an agreement, may be the foundation of an action of covenant, and conſequently of a decree for ſpecific performance. *Ex gr. a.* where *A.* poſſeſſed of property belonging to his wife before marriage, entered into articles, in which it was recited, that whereas he was to pay *B.* 1000*l.* for his wife's marriage portion. *B.* covenanted to ſettle certain lands, &c. It was held, that although *B.*'s wife's property in the hands of *A.* was only 320*l.* yet *A.* ſhould pay the 1000*l.* 2 *Eq. Ca. Abr* 652. *pl.* 1. 2 *Freem. Rep.* 57. So where *A.* recited in his deed poll, "whereas he was poſſeſſed of certain lands for years of a certain term, he aſſigned the ſame to *I S.* with divers covenants, articles and agreements in the ſame deed contained, which are or ought to be performed on his part." The recital was held to be an agreement; for though a recital of itſelf is nothing, yet being joined and conſidered with the reſt of a deed, it is material, for, againſt ſuch recital he cannot ſay that he hath not any thing in the term. And it was reſolved, that if the aſſignor had not that intereſt by a good and lawful conveyance, the obligation to perform the covenants, agreements, &c. in the deed would be forfeited. 1 *Leon.* 122 *pl.* 164. So if a deed *particularly* recited, be made uſe of as a fact referred to, and be miſ-recited, the recital will be void as a reference to nothing, and cannot be made good by a deed which varies in the fact, for eſtabliſhing which the deed is referred to, though agreeing in other circumſtances. As if a leaſe is miſ-recited as to its date, and then the land compriſed therein is granted *habendum* from the expiration of the term in the recited leaſe for 21 years,

and

A recital often is put at the end of the parcels; of which, *vide poſt.*

(G) *The Conſideration.*

THE conſideration is the motive or cauſe why a deed is made. Conſideration, what.

It may be of money, goods, natural affection, &c. and is moſt commonly and properly expreſſed in the premiſſes, though it may be put in the conſequence, and in ſome caſes it may be omitted. 1 *Weſt. Symb.* § 55.

If in the premiſſes, it is expreſſed in this manner; *This Indenture made*, &c. *Between*, &c. (*Whereas*, &c. if there be recitals) *Witneſſeth, that for and in conſideration of the ſum of —— pounds of lawful* Britiſh *money, by him the ſaid* C. D. *to him the ſaid* A. B. *in hand paid, before the ſealing and delivery of theſe preſents.*

See more concerning *conſiderations* in the next chapter, where each ſort of deeds are particularly treated.

(H) *The Receipt.*

A General receipt for the conſideration is ſufficient, but if the ſum is large, as a valuable purchaſe for the land, there, if the deed is called in queſtion, whether fraudulent or no, it is abſolutely neceſſary to prove either payment of the money, or a receipt under hand and ſeal, or elſe indorſed on the back of the deed. 1 *Leon.* 130. *Moore* 304. 1 *Lev.* 308.

The receipt for the conſideration-money is uſually contained in the deed thus: —— *For and in conſideration of the ſum of —— pounds of lawful money of* Great Britain, *by him the ſaid* C. D. *to him the ſaid* A. B. *in hand paid, before the ſealing and delivery of theſe preſents; the receipt whereof he the ſaid* A. B. *does hereby acknowledge, and thereof acquit and diſcharge the ſaid* C. D. *his heirs, executors and adminiſtrators.*

and, on verdict, a ſimilar leaſe in all reſpects except the date is found, but no leaſe of the date mentioned. Here the new leaſe ſhall commence from the making, as if it had been a leaſe to commence from an impoſſible date. And a diſtinction was made between this caſe and one where *A.* makes a leaſe to *B.* for 30 years, to commence from the 1ſt of *March*, and then *A.* reciting the former leaſe to be made the 1ſt of *May*, for 30 years, makes another leaſe to commence *from the end of B.'s* leaſe; for in the latter caſe the leaſe ſhall commence after the former ends. So, if in the former caſe, the firſt leaſe had been miſ recited, and then the land granted for 21 years after the firſt *leſſee's intereſt determined*, it had been good for 21 years after that leaſe ended, notwithſtanding the miſ recital. 1 *Ventris* 83, 84. 1 *Lev.* 234. 1 *Sid.* 460, 461. *Carter.* 147. 2 *Keb.* 321, 480, 514, 611, 654, 673. And if one make a leaſe *habendum a feſto purificationis*, and then, reciting by his deed, that he had made a leaſe to commence *a feſto annunciationis*, grant the reverſion, this is a good grant; for in the grant of the reverſion, the miſ-recital of the particular eſtate is not material in the caſe of a common perſon, ſo long as he has a reverſion in him. *Hob.* 129.

Yet

takes the date of the old leaſe; in this caſe the deed is good notwithſtanding the miſtake. *Ibid.* 75.

If one grants a reverſion, and in reciting the leaſe in poſſeſſion, miſtakes the date of it only, and recites all the reſt truly; this will not hurt the grant, no more than where a man recites that ſuch land came to him by forfeiture, and then grants it by name, for in this caſe, although it did not come to him by forfeiture, but by ſurrender, yet this miſtake will not hurt; and yet in caſe of the king, ſuch a miſ-recital may make the grant void. *Shep. Touch.* 75.

If I grant to *J. S.* all the lands in *Dale*, which I purchaſed from *J. D* or which came unto me by deſcent from *J. S* or I give all my goods to *J. D.* which I have as executor to *J. D.* and in truth I have no ſuch lands or goods, but I had them by ſome other means, or of ſome other; in theſe caſes, and by this miſtake, the deed is void: but if I grant to *J. S* all my lands in *Dale*, by name, as *Whitacre* which I purchaſed of *J. D.* and in truth I did purchaſe them of another, in this caſe this miſtake will not hurt the deed; ſo if I grant twenty loads of wood in *Dale*, in the great wood which I had of the grant of my father, and in truth I had it not of the grant of my father, but of the grant of another, in this caſe the grant is void. *Ibid.* 75.

If I recite by my deed, that I am poſſeſſed of ſuch an intereſt in certain lands, and aſſign it over by the ſame deed, and thereby covenant to perform all covenants in the deed, if I be not poſſeſſed of ſuch intereſt the covenant is broken. (*a*) *Leon.* caſe 164.

A recital

(*a*) Generally the recitals in a deed are not a neceſſary part thereof either in law or equity. They may be made uſe of to explain a doubt as to the intention and meaning of the parties; but they have no effect or operation. *Per Holt* 3. *Ch. Ca.* 101. *Com. Dig. Tit. Fait. E.* 1.

A recital will not make an eſtoppel, becauſe it is no direct affirmation. *Co. Litt.* 252. *b. Finch's Law* 33. 1 *Vent.* 84.

But note, the diſtinction between the recital of a fact and of a deed, for the former is binding, and, as part of an agreement, may be the foundation of an action of covenant, and conſequently of a decree for ſpecific performance. *Exgra.* where *A.* poſſeſſed of property belonging to his wife before marriage, entered into articles, in which it was recited, that whereas he was to pay *B.* 1000*l.* for his wife's marriage portion. *B.* covenanted to ſettle certain lands, &c. It was held, that although *B.*'s wife's property in the hands of *A.* was only 320*l.* yet *A.* ſhould pay the 1000*l.* 2 *Eq. Ca. Abr* 652. *pl.* 1. 2 *Freem. Rep.* 57. So where *A.* recited in his deed poſſeſſed "whereas he was poſſeſſed of certain lands for years of a certain term, he aſſigned the ſame to *I S.* with divers covenants, articles and agreements in the ſame deed contained, which are or ought to be performed on his part." The recital was held to be an agreement; for though a recital of itſelf is nothing, yet being joined and conſidered with the reſt of a deed, it is material, for, againſt ſuch recital he cannot ſay that he hath not any thing in the term. And it was reſolved, that if the aſſignor had not that intereſt by a good and lawful conveyance, the obligation to perform the covenants, agreements, &c. in the deed would be forfeited. 1 *Leon.* 122 *pl.* 164. So if a deed *particularly* recited, be made uſe of as a fact referred to, and be miſ-recited, the recital will be void as a reference to nothing, and cannot be made good by a deed which varies in the fact, for eſtabliſhing which the deed is referred to, though agreeing in other circumſtances. As if a leaſe is miſ-recited as to its date, and then the land compriſed therein is granted *habendum.* from the expiration of the term in the recited leaſe for 21 years,

and

In a *Releaſe* the words *remiſe, releaſe, and quit-claim*, are proper in a releaſe; they are *Littleton*'s words in § 445.

But there are other words of releaſe, as *renunciare & acquietare.*

So likewiſe if the leſſor *grants* to the leſſee for life, *that he ſhall be diſcharged of the rent*, this is a good releaſe. *Litt.* § 532. *Co. Litt.* 264. *b.*

In a *Confirmation, confirmavi, ratificavi;* or *Have granted, ratified and confirmed;* and by theſe preſents *Do grant, ratify and confirm unto (the ſaid)* C. D. *(of,* &c.*)*

The word *demiſe* may amount to a confirmation. *Litt. Rep.* 270. *Co. Litt.* 301. *b.*

The words *dedi conceſſi* are as good as the word *confirmavi*, and work without livery of ſeiſin. *Litt. Ten.* § 531. *Litt. Rep.* 270. *Co. Litt.* 301. *b.* 2 *Sand.* 96, 27.

Volo, that the leſſee for years ſhall have for his life, is a good confirmation. *Litt. Rep.* 270. *Co. Litt.* 301. *b.*

In a *Surrender. Have granted and ſurrendered;* and by theſe preſents *Do grant and ſurrender to,* &c.

In an *Aſſignment. Hath granted, bargained, ſold, aſſigned and ſet over;* and by theſe preſents *Doth grant, bargain, ſell, aſſign and ſet over.*

For more relating to words required by law. (*a*) *Vide ſupra.*

(K) *The*

(*a*) If it be clear that it was the intent of him that makes a deed, that the eſtate as limited ſhould paſs thereby, the deed, if poſſible, ſhall be ſo conſtrued as to paſs it, although it want formal words. 2 *Roll. Abr.* 789.

And every man may uſe his deed as he pleaſes. Therefore, if a man, by deed inrolled, bargain and ſell an acre of land, and he has but a reverſion in it, depending upon an eſtate for life, the reverſion ſhall paſs. *Ibid.*

If a man make a leaſe for twenty-one years, to commence preſently, and the leſſee enter, and afterwards the ſame day the leſſor makes a new leaſe by deed poll to a ſtranger, for the ſame years, or for a leſſer time, there, if the firſt leſſee attorn, the ſecond leſſee ſhall have the reverſion, and the rent reſerved on the firſt leaſe; for in the demiſe of the land, the reverſion ſhall paſs with attornment, though the poſſeſſion cannot: for though the deed poll ſpeak of a preſent leaſe for years of the land, yet the party may uſe it as a grant of the reverſion, if he will, but otherwiſe it would be, if the deed were by parol or no attornment obtained. *Hutt.* 105. *Howd. Comm.* 433.

If a man doth covenant and grant that *J. S.* ſhall have his land until 10*l.* be levied; or if he doth covenant and grant that he ſhall have his land, this will amount unto a leaſe of the land until the 10*l.* be paid. 3 *Bulſt.* 252.

So a licence to another to hold his land amounts unto a leaſe. *Ibid. Contra*, if a man doth covenant to *ſuffer J. S.* to enjoy his land for five years; for this has been reſolved to be no leaſe for years, being but "*to ſuffer*," which reſts only on the will. *Ibid.*

A command to occupy may be pleaded as a leaſe. *Owen* 102. 11 *H.* 6. 33.

So if words be uſed that prove an aſſent of the tenent, that he in the reverſion ſhall have the eſtate; that will be a ſurrender without expreſs words of ſurrender; for a man may ſurrender by theſe words *remiſit* or *reſignavit*, becauſe the words are not material if there be ſubſtance.

If leſſee for life ſays to his leſſor, you ſhall enter, I will that you ſhall have this land; this is a good ſurrender. 40 *E.* 3 *Pl.* 14. 40 *Aſſ. pl.* 16. So

(K) *The Things granted or conveyed.*

AS to the matters, things and facts, of which inſtruments are to be made, I have, in the laſt chapter, § 8. made a copious diviſion, and in § 9. treated of apt words required by law to expreſs thoſe things, therefore leſs is neceſſary to be mentioned here.

I being

if a termor agree that he in the reverſion ſhall make a feoffment; that is a ſurrender. 28 *H.* 8. *Dyer* 33. Leſſee for life is content that he in the reverſion ſhall have his land and his intereſt, that is a ſurrender. *Dyer* 251, 252. So if a grantee of a rent ſurrender the deed, that is a good ſurrender of the rent. 14 *H.* 8. *Lev.* 6.

But if the diſſeiſor and diſſeiſee bargain and ſell land, although it be without inrolment by the bare delivery, a confirmation by the diſſeiſee; yet the deed ſhall not have operation until the inrolment whereby it ſhall paſs the eſtate from the diſſeiſor. *Lane* 38.

The word DIMISI will amount to a confirmation. *Co. Litt.* 301. *b.* and it may be applied not only to a leaſe for life, but alſo to a gift in tail, and to an eſtate in fee. *Ibid.*

A father by indenture, in conſideration of love which he bore to his ſon, and for natural affection unto him, bargained and ſold, gave, granted and confirmed land unto him and his heirs The deed was inrolled. And it was held that the land ſhould not paſs thereby, unleſs money had been paid or the eſtate executed; for the uſe ſhould not paſs. But the ſon being then in poſſeſſion, it was held to enure by way of conſideration. *Cro. Jac.* 127. *pl.* 17.

Tenant in tail by indenture by words of bargain and ſale, without the words *dedi et conceſſi*, conveyed lands to the uſe of *A.* in fee, and there was in the ſame indenture a letter of attorney to make livery, which was made accordingly. And it was adjudged a good feoffment well executed by the livery, notwithſtanding that the words of the conveyance were only by *bargain and ſale.* 1 Leon. 25. ca. 31.

The words GIVE *for* MONEY, GRANT *for* MONEY, CONFIRM *for* MONEY, AGREE *for* MONEY, COVENANT *for* MONEY, if the deed be *duly* inrolled, paſs lands both by the ſtatute of uſes and by the ſtatutes of inrollments, as well as the words, bargain and ſell. 3 *Leon.* 16. ca. 39. 2 *Inſt.* 672. *Poph.* 48.

And although no valuable conſideration be expreſſed in the indenture, yet if any were given, it may be averred, and the land will ſufficiently paſs. 2 *Inſt.* 672.

Though there be a letter of attorney to deliver ſeiſin, and the deed be with a warranty, yet if livery *be not made* until *after* inrolment, the deed will operate as a bargain and ſale, and not as a feoffment. 3 *Leon.* 16. ca. 39.

Quære, If the letter of attorney be within the deed or covenant to make livery; for the intention of the parties being the principal foundation of the creation of uſes, if by any clauſe it appears that the intention of the parties was to paſs it in poſſeſſion by the common law, there no uſe will ariſe. 2 *Inſt.* 672. *Poph.* 49.

But if a man bargain and ſell his reverſion after a tenancy for life, by words of bargain and ſale only, and the deed is not inrolled within the ſix months, but afterwards, the tenant for life doth attorn, yet notwithſtanding that, the reverſion ſhall not paſs; becauſe "*bargain and ſell*" are not apt words to make a grant. *Godb.* 7. But if the deed be enrolled, the grantee may uſe it as a grant of the reverſion with attornment. *Shep. Prac. Counſ.* 112. So a leaſe and releaſe cannot be pleaded as a grant of a reverſion. *Noy.* 66.

And

I being now come to that part of the premiſſes where the things conveyed are named and deſcribed, it may be proper to make the following obſervations:

Firſt,

And note, a diſtinction between deeds in which words are uſed, that are large and have a general extent, and deeds in which ſuch words as have a proper and particular application are uſed. The former ſort may contain the latter as DEDI or CONCESSI may amount to a grant, a feoffment, a gift, a leaſe, a releaſe, a confirmation, or a ſurrender. To either of which purpoſes the party, to whom the deed containing them is made, may uſe them at his election. But ſpecial deeds in which words having a proper and particular application only are uſed, cannot be made uſe of but according to their proper object; and therefore a releaſe, ſurrender, confirmation, &c. cannot amount to a grant, &c. nor a ſurrender to a confirmation, or releaſe, &c. becauſe theſe are proper and peculiar manner of conveyances, and are deſtined to a ſpecial end. *Shep. Touch.* 87, 88. *Co. Litt.* 301. *b.* So the words bargain and ſell, without words of gift or grant, will not operate by way of releaſe to carry the reverſion to tenant for years by way of releaſe. *Moore* 34. ca. 113.

A bargain and ſale by deed enrolled from one jointenant to his companion enures by way of releaſe; for by whatſoever means one jointenant comes to the eſtate of his companion by his act, it ſhall enure by way of releaſe. *J. S.* and *S.* a feme ſole were jointenants for life, *S.* takes a huſband, who, by fine, grants to *J. S.* "*tenementa prædicta et totum et quicquid habent pro termino vitæ* of *S. et illa ei reddidit habendum*, to him and his aſſigns for the life of *S.* and warrants it to him and to his heirs, during the life of *S.*" and the queſtion was, whether this grant by fine ſhould enure by way of releaſe, or, by grant of the eſtate and ſeverance of the jointure of the moiety, ſo that this eſtate ſhould endure during the life of *S.*? And reſolved that it ſhould enure by way of releaſe, and not to grant the eſtate. *Cro. Car.* 696. *Sed. vide* 22 *H.* 6, 43. *Owen* 102. where it is ſaid, that if one jointenant enfeoff another, it ſhall enure as a confirmation.

And where one jointenant granted, bargained, ſold, aſſigned, ſet over, and confirmed to two others, all his right, eſtate, title, intereſt, claim, and demand, in the land held in jointure, and, on ſpecial verdict, the jury found *quod conceſſit*, yet the court adjudged, *quod relaxavit*, that being the proper conveyance for one jointenant to paſs his eſtate to another. 2 *Lev.* 96, 97. 3 *Cro.* 314. *Sid.* 452. 2 *Keb.* 641. 2 *Roll.* 86. 1 *Inſt.* 264. *b.* 302. *a.*

But if the party had pleaded *quod conceſſit* it had been bad; becauſe every perſon muſt plead his deed as it operates, and according to the rules of law; but it is otherwiſe of a verdict. *Ibid.* But note the diſtinction between pleading that which is falſe in effect, and pleading a deed as it is worded; for the latter ſeems ſufficient. *Vide* 2 *Vent.* 261, 266. *et Fox's* caſe 8 *Rep.*

And one deed of one and the ſame thing, by one and the ſame perſon, to one and the ſame perſon, at one and the ſame time, may enure to two ſeveral purpoſes.

Thus if a perſon demiſe his rectory to his patron for years, and the patron aſſign it over, and the leaſe is confirmed by the biſhop; the aſſignment or grant of the leaſe by the patron imports, as well a grant of the term as leſſee, as a confirmation of the term as patron. So if tenant for life grant a rent-charge to him in reverſion in fee, and he by deed grant it over to another and his heirs; the latter is a good grant and confirmation alſo to make the rent good for ever. And if a diſſeiſor make a leaſe for life, the remainder to the diſſeiſee, and the diſſeiſee grant the remainder over, it is a good grant and confirmation alſo. 5 *Rep.* 15. *a.* *Co. Litt.* 302.

So a ſurrender to the grantee of a reverſion by the tenant of the particular eſtate ſhall enure firſt as an attornment, and afterwards as a ſurrender. *Owen* 56.

Firſt, All that is conveyed muſt be ſet down; for if any thing more be put down in the *habendum* than is in the grant in the premiſſes of the deed, it will not paſs.

Secondly,

And if a deviſee enter into a term deviſed to him without conſent of the executor, by which entry he is a diſſeiſor, and afterwards, he grant his right and intereſt to the executor; this is a good grant, and will enure firſt as the agreement of the executor, by the acceptance of the grant, that the deviſee has the term in him as a legacy And ſecondly, the deed will have operation by way of grant to paſs the eſtate of the deviſee to the executor. *Ibid.*

And ſuch a deed may enure to three ſeveral purpoſes. Thus, where *A.* being tenant for life, the remainder in tail, levied a fine *ſur conuſance de droit come ceo* of the land to the uſe of himſelf in fee, and afterwards joined in a *feoffment* with him in remainder, and made a letter of attorney to give livery: it was holden that, firſt, it was an entry for the forfeiture, then the feoffment of him in remainder, and the confirmation of the tenant for life, *Shep. Prac. Counſ.* 121. *pl.* 41.

And a deed may enure at one period, in one manner, and at another period, in another manner. As where tenant for life and the remainder-man in fee, by deed indented, join in a leaſe. This is the leaſe of tenant for life, during his life, and the confirmation of him in remainder, but after the death of tenant for life, then it is the leaſe of him in remainder, and the confirmation of the other. 6 *Co.* fol. 15. *Treport's* caſe. *Dyer* 234, 235. *Co. Litt.* 45 *a.*

And the ſame kind of aſſurance may operate different ways, according to the manner in which it is effected. Therefore, if tenant for life, and the firſt remainder man in tail, make a feoffment by deed, it is no diſcontinuance, but it is taken, that each gave what he lawfully might, and enures, firſt, as a grant of him in remainder, and afterwards, as a grant of tenant for life; but, if the feoffment be without deed, then it enures as the furrender of tenant for life, and the feoffment of him in remainder. 1 *Co.* 76. *Shep. Prac. Counſ.* 186. caſe 263. 1 *Co.* 46. *b. et vide Co. Litt.* 45.

If ſeveral conveyances be, and both executory, and one of them may take effect in one way, and the other in another: *Ex Gra.* one under the ſtatute of uſes, and the other at common law: the perſon to whom the conveyance is made, may elect which way he will take. But if the one conveyance be executed, and the other executory, there the thing ſhall paſs by the executed conveyance, and the executory one, when compleated, comes too late. Thus, where lands were given, granted and leaſed, bargained and ſold to divers perſons for years, the leſſee had his election, either to take by the bargain under the ſtatute 27 *H.* 8. or by demiſe at common law. But if a bargain be of land, and before inrolment the bargainee take a feoffment, this will defeat the inrolment; for the taking the delivery which is executed, deſtroys the uſe that paſſes by the bargain and ſale. So if meſſuages in the city of *London*, (which paſs by the cuſtom without inrolment) be bargained and ſold, and then a recovery be ſuffered of them, and afterwards livery of ſeiſin made; the meſſuages paſs by the bargain and ſale, and not by the livery. *Yelv.* 123, 124.

So where *A.* by deed gave, granted, and confirmed for money, &c. *habendum* to the feoffee, with warranty againſt *A.* and his heirs, and there was a letter of attorney to make livery of ſeiſin; and the deed was enrolled within one month after the making of it, and livery of ſeiſin was made afterwards: It was held that the conveyance operated by bargain and ſale, and not by feoffment, becauſe the livery came too late after the inrolment. And if he in reverſion upon a leaſe for years, grant his reverſion to his leſſee for years, by the words *dedi*, *conceſſi*, *feoffavi*, and a letter of attorney be made to make livery of ſeiſin; the donee cannot take by the livery, for that he hath the reverſion preſently by the grant. 3 *Leon.* 16, 17.

Yet,

Secondly, The things conveyed ſhould be ſet down in order.

1. The more worthy things before the leſs worthy: as a *manor* before a *meſſuage*, a *meſſuage* before *land*, *arable land* before *meadow*, and a *meadow* before *paſture*, &c.

2. General

Yet, if one having a manor to which an advowſon is appendant, make a feoffment by deed of the manor *cum pertinentiis*, and deliver the deed, but make no livery of ſeiſin; albeit the deed by itſelf be ſufficient to paſs the advowſon, yet becauſe the party intends not to paſs it in groſs, but as appendant, if the manor paſs not, the advowſon in groſs or ſole ſhall not paſs. And the reaſon is, that when an act is indifferent, it ſhall be taken according to the intent of the parties. *Shep. Prac. Counſ.* 286. *Et vid.* 2 *Inſt.* 672. Hence it is obſervable, that as well in the caſe of common law conveyances, as of conveyances through the medium of uſes, the intention governs where the matter reſts on conſtruction, and is not effected by immediate operation of the inſtrument itſelf.

But if the intent be to paſs the thing granted, if there be any word in a deed ſufficient to carry it, the law will give effect to it. Therefore, where one being tenant for life of land in right of his wife, he in the reverſion *aliened*, bargained, and ſold the land and reverſion to him and his heirs for money, and the deed had not in it the word "grant," and was not enrolled within ſix months; it was reſolved that the reverſion paſſed by the word "*alien*" with attornment. *Cro. Jac.* 210.

And the law is curious, and almoſt ſubtilizes to deviſe reaſons and means to make aſſurances and deeds enure according to the juſt intent of parties, and to avoid wrong and injury, which, by abiding by rigid rules, may be wrought out of innocent acts. And therefore, if tenant for life, and he in in remainder in tail, make a feoffment by deed, this is no diſcontinuance, nor does it diveſt the reverſion or remainder depending; becauſe it amounts but to a grant of, and gives a fee determinable on both their eſtates, and no abſolute fee from one nor both, whatſoever the words may import. And therefore, although he in the remainder dies without iſſue, the feoffee ſhall enjoy it during the life of tenant for life. And this conſtruction works by right, whereas any other conſtruction would work by wrong, which the law will not admit, if that which works by right may any way ſtand. And therefore, as theſe eſtates may ſubſiſt ſeveral without forfeiture, the law ſhall marſhal them accordingly when united. So where tenant for life, and he in remainder in tail, join in a fine *come ceo*, &c.: this makes no diſcontinuance either of the intail, or remainder, or reverſion; becauſe the conſtruction on this aſſurance is, that each of them gives only what he may lawfully give, *viz.* the tenant for life his eſtate, and the tenant in tail a fee-ſimple, determinable on his eſtate tail, and ſo works no diſcontinuance or forfeiture; for, to avoid theſe, the law conſtrues it, firſt to be the grant of him in remainder in tail, and afterwards the grant of tenant for life. And, on the death of tenant in tail without iſſue, the law, following up the principle, ſeparates the eſtates again in ſeiſin of the conuſee, and the conuſee that had before a fee made up of both the eſtates, has but an eſtate for life, there having been no diſcontinuance or change of the reverſion by the parties, but a lawful giving of their eſtates and no more. So where a fine was levied by tenant for life and he in the reverſion, (the latter being within age) and the reverſioner brought a writ of error, the fine was reſerved as to him in the reverſion, but not as to the tenant for life; for, though the conuſee, while the fine ſtood, had but one eſtate, the eſtate for life being confounded in the fee, yet, upon its reverſal, the law ſeparates the two eſtates of which that is compoſed, *viz.* that of tenant for life, and that of tenant in tail, extracting the one from the other, and reſtores to the infant the remainder that he gave, leaving the eſtate for life in the conuſee. So if an infant tenant in tail in poſſeſſion, and he in remainder for life join in a fine, and the infant reverſe the fine, yet the remainder for life ſhall veſt with the conuſee. Upon the ſame principle, if tenant in tail in poſſeſſion, and tenant for life in remainder, join in a fine in fee, this works no diſcontinuance to

drown

2. General things before ſpecial things.

3. Particular things after this order: (1) a meſſuage, (2) a toft, (3) a mill, (4) barns and out-buildings, (5) gardens, (6) orchards, (7) arable land, (8) meadow, (9) paſture, (10) wood, (11) furze and heath, (12) commons and rents.

This is not neceſſarily required, for a deed may be good in law if they be otherwiſe placed.

Thirdly, If there be a certainty in the thing granted, as it is deſcribed, and it can by any circumſtantial matter within the grant be found out, although there be not an orderly and formal deſcription of it by the quality of the thing, the boundaries, &c. yet the deed herein may be good, and the thing may paſs well enough.

However, it is beſt that the things granted be carefully ſet down, and certainly deſcribed, by the *quality*, *quantity*, and *ſituation* thereof, and by any thing elſe that may aſcertain it; for omiſſion and miſnaming of *things* are dangerous; and if any thing granted be altogether incertain and not reducible to a certainty, the grant will be void in that part, and nothing will paſs.

Fourthly, Any thing may be granted by the name whereby it is and has been uſually called within nine or ten years, although it be an improper name, or not its firſt or true name.

Fifthly, By the grant of an houſe, land, or the like thing in poſſeſſion, the reverſion thereof, and the rent reſerved upon an eſtate made thereof, will paſs.

drown and extinguiſh the eſtate for life in the fee, ſo as that it ſhall not re for the benefit of the conuſee, but enure to the benefit of them in reverſion as ſoon as the eſtate tail determines by failure of iſſue. For, the eſtate tail and eſtate for life, which were in the conuſors, ſeverally paſs from them as diſtinct authors of the new eſtate, according to their reſpective meaſure therein; and therefore if the eſtate given by the fine were upon condition, the entry for the condition broken, ſhould reſtore to each party his eſtate as it was before. And in this caſe to avoid forfeiture, the remainder for life ſhall paſs firſt, and the eſtate tail afterwards. But in all theſe caſes, if the nant for life ſurrenders his eſtate to the tenant in tail in the firſt remainder and he levy a fine and die without iſſue, he in reverſion or remainder may preſently have his formedon, though tenant for life be alive; for here the eſtate for life is drowned, and there is only the eſtate tail with the remainder following. So note the diſtinction, when tenant for life ſurrenders or releaſes to the tenant in tail, before the alienation, ſo that tenant in tail has all and gives all, and when there is a joining in the conveyance, or a releaſing, or confirmation to his conuſee, in which latter caſes tenant in tail only gives his own ſingle eſtate, and the other remains to be given by the proper owner. *Vid. Co.* 96. 174. *Aſſ.* 9. *pl.* 1. *Bro. Abr.* 301. *p.* 214. *Leon.* 115. *Cro. Eliz.* 827. *Hob.* 279, 278.

And upon the ſame principle where *A.* poſſeſſed of lands for a term of years, by leaſe and releaſe, for valuable conſideration, granted, bargained, ſold, and demiſed the ſame to truſtees and their heirs, to the uſe of himſelf and his wife for their lives, and the life of the ſurvivor of them, remainder to the heirs of the wife, and covenanted that he was ſeiſed in fee, and the wife died without iſſue, having made a writing in the nature of a will, and deviſed the lands to *B.* and his heirs. The Lord Chancellor held, that though the ſettlement could not operate as a leaſe and releaſe, yet, the lands being in poſſeſſion, and the word "granted" being in the releaſe, it took effect as a grant or aſſignment of his whole intereſt at common law, and though it would not go to the heirs of the wife, yet it ſhould go to her adminiſtrator, it being clearly the huſband's intention to diveſt himſelf of all intereſt in the eſtate. *Gilb. Eq. Rep.* 143. *Prec. Chan.* 480.

Sixthly,

Sixthly, If the thing granted be named only in the *habendum*, and not in the premiſſes, it will not paſs.

Seventhly, By the ſame words, as things may be excepted, they may be granted.

This part of the premiſſes follows the words of the grant or other deed, thus: *Hath granted*, &c. *and by*, &c. *Doth grant*, &c. *unto the ſaid* C. D. *his*, &c. *All that meſſuage or tenement*, &c. *with their and every of their appurtenances, ſituate, lying and being in* E. *in the pariſh of* F. *in the county of* G. *late in the tenure or occupation of* H. *and now in the tenure or occupation of*, &c. *adjoining eaſtward to*, &c. *together with*, &c. *Vide infra* a great variety of forms.

It is uſual in this part of the deed, after the grant of the thing in particular, and before the general words, (as well as after the names and additions of the parties before-mentioned) to interpoſe by way of recital, from whom the lands, &c. came to him that makes the deed, in this or the like form, *All which ſaid premiſſes were heretofore in the poſſeſſion of one* L. M. *and by him conveyed to* O. B. *and his heirs, by whom the ſame were afterwards conveyed to the ſaid* A. B. *and his heirs.*

For more examples *vide infra.*

As to recitals, obſerve, that,

1. It is very neceſſary, that a recital ſhould be in the premiſſes in one of the places before-mentioned, to ſhew how the land came from one to another, whereby the grantee may know how to make good his title to it; but where he has all the title-deeds in his own hands, there is no need of ſuch recital.

2. Great care ought to be taken where any ſuch recital or reference is made, that it be truly and rightly done, or otherwiſe it will do more hurt than good.

3. The deed is good without any ſuch recital.

The general words uſed after the particular words are ſafe and beſt to be uſed; for it is better to have too many than too few words. The general words ſometimes begin ——— *And all houſes*, &c. *Vide infra.*

And ſometimes the words, *And all the eſtate*, &c. are added; but this ought only to be when he who makes the deed, parts with all the eſtate; for when he only grants a *leſſer eſtate* out of a greater, then to add ſuch words would be unreaſonable and inconſiſtent.

This part of the premiſſes generally concludes with theſe words ——— *Together with all deeds*, &c. *Vide infra.*

As to the grant of deeds in this manner, obſerve,

1. That howſoever deeds generally will follow the land, and without granting them the purchaſer will have them, yet it is not amiſs to uſe this clauſe, for one cannot be too ſure and cautious

2. It is reaſonable, that the purchaſer ſhould have all the deeds, unleſs the ſeller have more of the ſame land; for then it is reaſonable, that he keep them to defend the title of his own land, or unleſs he has granted them away.

Where the title-deeds concern other lands beſides thoſe now conveyed, the vender uſually *grants copies* of ſuch deeds.

(L) *The Exception.*

1. Exception, what.

THE *exception* is a clauſe whereby the donor, feoffor, grantor, or other perſon contracting, excepts or takes a *particular* thing out of a general thing granted or conveyed. *Shep. Touch.* 75.

The thing excepted is exempted, and does not paſs by the grant, (*a*) neither is it parcel of the thing granted; as if a manor be granted excepting one acre thereof, hereby in judgment of law that acre is ſevered from the manor. *Ibid.*

An *exception* excepts clearly, but a *ſaving* does not. *Carter* 99, (*b*) 109.

A ſaving never amounts to a gift of any thing. *T. Raym.* 359.

An *exception out of an exception*, or a *ſaving out of a ſaving*, makes a thing as if it had never been excepted. *Cro. Eliz.* 372. *pl.* 19. (*c*)

A. lets to *B.* a rectory for years, *excepting* the manſion-houſe of the rectory, *ſaving* to *B.* (the leſſee) a chamber; this is an exception out of an exception, which is good, and ſhall make it paſs by force of the leaſe; for this exception or ſaving makes the thing excepted as if it never had been let: ſo a *ſaving* out of a *ſaving* makes as if it had never been excepted, and then it paſſes by force of the leaſe at firſt. *Cro. Eliz.* 372. *pl.* 19.

Rules and Examples concerning Exceptions in Deeds.

Rule 1.

Of what it may be.

It muſt be of ſuch things as he who makes the exception may have, and do belong to him. *Shep. Touch.* 76.

For if the exception be of ſuch a thing as the grantor cannot have, *nor does belong to him* by law, as if a leſſee for years aſſign over all his term in the *land*, excepting the *timber-trees*, *earth* or *clay*, this exception is not good. *Shep. Touch* 77. 5 *Co.* 12. *b.*

So if a leſſee for life or years opens a coal mine, and then aſſigns over his eſtate, excepting the mines, or the profits thereof; theſe are void exceptions. *Shep. Touch.* 77.

(*a*) Leaſe of certain lands excepting a cloſe, and *covenant* for quiet enjoyment of the PREMISSES; the leſſee diſturbed the leſſor's poſſeſſion in the cloſe excepted, and held that an action of covenant would not lie, for by the exception it was the ſame as if it had never been mentioned. But otherwiſe it had been of a way, or a common, or eſtovers, or a profit a *prender*, for theſe the leſſor had not before. and the leſſee has an intereſt in the thing excepted. *Cro. Eliz.* 657. *Moore* caſe 747. 11 *Co.* 50. *Poph.* 146.

(*b*) *Vide* 3 *H.* 6. 45. *a.* *Pl.* 21. *T. Raym.* 359. *et quære*, if not both alike in their operation, *ſed* ſee contrary propoſition. *Per Touch. Plowd. Comm.* 361.

(*c*) Exceptions are made by the words *exceptis*, *præter*, *ſalvo*, *ſi non*, or ſuch like, and the exceptions moſt commonly and properly ſucceed the ſetting down of the things granted; but they may be in any part of the deed. So by the word "*reſerving*" which has ſometimes the force of an exception or ſaving. *Co. Litt.* 47. *a.* *Ibid.* 143. *a.* *Shep. Touch.* 95.

But

But if a leſſee for life makes a *leaſe* for years, or leſſee for twenty-one years makes a leaſe for twenty years; or tenant by the *curteſy*, or in *dower*, grants over their *eſtate*, excepting the timber-trees, theſe are good exceptions.

Rule 2.

It muſt not be of the whole thing granted, but of a part thereof only. *Cro. Eliz.* 6. *Shep. Touch.* 75.

An exception that goes to the whole thing granted or demiſed, is a void exception. *Cro. Eliz.* 6. *pl.* 2. 244. *pl.* 1.

As if one grants all his lands in *Lambhurſt*, *except the manor of* Hodley, and he has no other lands in *Lambhurſt* than the ſaid manor, the exception is void. *Cro. Eliz.* 6.

A man cannot grant an eſtate, and reſerve a part of the eſtate; as, to make a feoffment in fee, and reſerve a leaſe for life; or grant an advowſon, and reſerve the preſentation for his life. *Shep. Touch.* 77.

The exception muſt be of part of the thing, and not of part of the eſtate. *Ibid.*

Rule 3.

The thing that is excepted muſt be part of the thing granted before, and not of ſome other thing. *Shep. Touch.* 75. Of what it muſt be.

The exception is always of a thing granted, and a thing *in eſſe*, and not of a new thing which was not before mentioned or granted. *Dyer* 59. *a. pl.* 11. *Shep. Touch.* 76.

If the exception be of another thing than the thing granted; as if one grants a *manor* or *land*, excepting *twelve-pence*, or excepting the *tithes*, or excepting one acre of ground, which is no parcel of the manor or the land before granted. *Ibid.*

Or if one grants the land deſcended to him on the part of his father, excepting the land deſcended to him on the part of his mother; theſe exceptions are void. *Ibid.*

Rule 4.

The thing excepted muſt be of ſuch a thing as may be ſevered from the thing granted, and not of inſeparable incidents. *Dyer* 59. *a. Shep. Touch.* 75.

But exceptions of ſeverable incidents are good.

But if inſeparable incidents be excepted, as if a *manor* be granted, excepting the *court-baron*; or land be granted, excepting the common appendant thereto belonging; theſe exceptions are void. *Shep. Touch.* 77.

A grant of a *manor*, excepting the *courts*, is void; for a manor cannot be without courts. *Hob.* 108. *Moore* caſe 1208. (*a*).

(*a*) But an exception of the courts, though void in caſe of a common perſon, is good in caſe of a grant by the crown. *Moore* caſe 1208.

But

But a man may grant a true manor, that hath demeſnes and ſervices, excepting *any* of the demeſnes and ſervices, ſo as a real manor with demeſnes and ſervices, not a reputative manor, be left. *Hob.* 170, 10[illegible] *Moore* caſe 1208.

If a man has but *one cloſe* in *Dale*, and he grants all his land in *Dale* excepting that one cloſe, this exception is void. *Hob.* 170. *Moore* caſe 1208.

If a man makes a leaſe for life of a *manor* to which an *advowſon* belongs, and he excepts one acre with the advowſon, if he grants over the reverſion, the acre with the advowſon will not paſs, becauſe they are ſevered and diſmembered from the manor for ever. 11 *Co.* 50. *a.*

But if one has a *manor* in which he has a *park* and *fiſh-ponds*, and he grants the manor for life, except the *deer* and *fiſh*, and afterwards grants the reverſion of the manor; by this the deer and fiſh will paſs, as things attendant upon the inheritance. 11 *Co.* 50. *b.*

If I let my *rectory*, excepting the *glebe*, it is a void exception; ſo of a leaſe of a *manor*, excepting the *demeſnes;* for a rectory cannot be without glebe, nor a manor without demeſnes. *Winch.* 23.

Rule 5.

It muſt be of a particular thing out of a general, or of a part of an entire thing, and not of a particular out of a particular, or the whole thing is granted. (*b*) *Shep. Touch.* 76.

If the exception be of a *particular thing* out of a particular thing; as if one grants *Whiteacre* and *Blackacre*, excepting *Blackacre;* or grants twenty acres of land by particular names, excepting one acre of them, theſe exceptions are void. *Shep. Touch.* 77.

An exception of a thing granted by a ſpecial name in the premiſſes, is void; but it is good for a thing granted in the premiſſes by general words; yet if all that is granted in the premiſſes by general words be by ſpecial names excepted, the exception in that caſe is void. So that an exception is good only for part of the thing paſſed by general words in the premiſſes. *Moore* caſe 1226. *Pl.* *Hobart.*

Rule 6.

How it muſt be made.

An exception muſt be conformable to the grant and not repugnant thereto.

If it is repugnant to the grant, it ſubvert it utterly, and take away the fruit of it; as if one grants a *manor* or *land* to another, excepting the *profits* thereof; or makes a feoffment of a cloſe of *meadow* or *paſture*, reſerving or excepting the *graſs* of it; or grants a *manor*, excepting the *ſervices;* theſe are void exceptions. *Shep. Touch.* 76

So if one grants his *houſe*, *chambers*, *cellars* and *ſhops*, excepting his *ſhops;* it is ſaid this is no good exception.

(*b*) O. if a part of a certainty. *Shep. Touch.* 76.

And

And if one grants his *meadow and paſture grounds*, except his *meadow grounds*; this exception is not good, no more than if one grants *two manors*, or *two acres*, excepting one of them.

And yet if a man makes a leaſe for years of a *mill*, excepting the *profits* thereof during the life of the leſſor; it is ſaid, this has been adjudged a good exception. *Sed qu.* for the exception of the profits of a thing is the exception in effect of the thing itſelf. *Shep. Touch.* 97.

An exception that croſſes the grant, or is repugnant thereto, is void. *Hob.* 72, 170. *Vide Moore* caſe 1236.

Rule 7.

The things excepted muſt be certainly deſcribed and ſet down. Shep. Touch. 76. As,

If a man grants *all* his land in *Eſſex*, *ſaving*, *beſides*, or *except* his lands in *Dale*; or all his lands in *Dale*, excepting *one houſe* or *one acre* in certain; or one houſe, *excepting* one chamber in certain; theſe and ſuch like exceptions are good. *Shep. Touch.* 76.

And if one grants a manor, *excepting* one tenement, (parcel of the manor) or *excepting* the ſervices of *J. S.* (who holds of the manor) or *excepting* one cloſe; or *excepting* one acre; or *excepting* the advowſon appendant; or *excepting* the woods; or *excepting* twenty acres of wood; or *excepting* all the groſs trees; theſe are good exceptions. *Ibid.*

And if one grants a *meſſuage* and *houſes* thereunto belonging, excepting the *barn*, or excepting the *dove-houſe*; it ſeems this is a good exception, for they may paſs by the grant of a meſſuage, &c. *Ibid.*

And if one grants *land*, excepting the *timber-trees* thereupon, or excepting the *trees* thereupon; or if a man ſells a *wood*, excepting twenty of the beſt oaks, and ſhews which in certain; theſe are good exceptions. *Ibid.*

So if one has a *manor* wherein is a wood called the *Great Wood*, and he grants his manor, excepting all the *woods* and *underwoods* that grow in the *Great Wood*, and all the *trees* that grow elſewhere; this is a good exception. *Ibid.*

And if one grants a *meſſuage*, and all the *lands* and *tenements* thereunto belonging, excepting one *Cottage*; this is a good exception. *Ibid.*

And if one grants a *reverſion*, excepting the *rent*; this is a good exception of the *rent*, and doth keep it from paſſing by the grant. *Ibid.*

So if a man has a *rent-charge* out of land, and he releaſes his right in the *land*, except the rent, the exception is good. *Ibid.*

So if the lord releaſes to his tenant *ſalvo dominio ſuo*, &c. this is a good exception. *Ibid.*

If one grants *all his horſes*, except his *white horſe*; this is a good exception of the white horſe. *Ibid.*

If a man be ſeiſed of a manor, and leaſe it by deed indented for life, *exceptis & reſervatis quod bene liceat* to the leſſor *ſuccidere, aare & vendere omnes groſſas arbores in dicto manerio creſcentes*, &c. it ſeems this is a good exception of the trees. *Ibid.*

If

If *A.* lets *all his land* in *D.* other than *Whiteacre*, and *all his land* in *S.* except *Blackacre*, for twenty-one years, the remainder to *B.* in fee, *except before excepted;* I hold (ſays *Tyrrel*) *Whiteacre* paſſes: for the grant ſhall be taken moſt ſtrongly againſt the grantor. So that the exception is not void for incertainty. *Carter* 104. *ſed quære.*

A. lets the manor of *Sale*, ſaving *Whiteacre*, to *B.* the remainder to *C.* for twenty years, ſaving *Greenacre;* the remainder of all to *D.* except *Dry Cloſe;* the remainder to *John-a-Stile* of all, except before excepted. I think (ſays *Tyrrel*) in this caſe all paſſes to *John-a-Stile*, except *Dry Cloſe.* *Carter* 104. *ſed quære.*

Yet (ſays he) I grant, that if *A.* lets to *B.* all his lands in *Sale*, *ſaving* or *reſerving*, or *other than Whitcacre*, the remainder to *C.* except before excepted; in this caſe I grant *Whiteacre* is excepted, becauſe there is no exception before, and the exception would be vain and idle if it ſhould not be ſo taken. *Carter* 104.

A man made a feoffment to divers uſes, excepting two cloſes, for the life of the feoffor only; it was adjudged that theſe two cloſes were excepted, and did deſcend *to the heir at law*, either becauſe the exception was good, and the latter part of the ſentence reſtraining it, *viz.* "*for the life of the feoffor only,*" was void, and therefore to be rejected; (*a*) or becauſe, though the whole exception ſhould be void being one entire ſentence; (*b*) yet there was no uſe limited of the manor *exceptis præceptis* which excluded the two acres; for, although there were not ſufficient words to except them, there was enough to declare the intention of the feoffor to be, that they ſhould not be according to the limitations of the other lands. So that there being no limitation of the uſe of theſe lands, they reſulted and deſcended. *Vent.* 106, 107. *Lev.* 287.

If a man bargains and ſells his land in *D.* except what he ſhall afterwards deviſe; this exception is void for the incertainty. *Hob.* 72.

If *woods* whereof a *præcipe* lies (by the name of ſo many acres of wood) be parcel of a manor, and I leaſe the manor, excepting the woods, by this the ſoil whereon they grow is excepted. 11 *Co.* 49. *b.* *Poph.* 146.

By the exception of *woods*, *underwoods* and *coppices*, the ſoil itſelf whereon they grow is excepted. 5 *Co.* 11. *a.* *Poph.* 146. *Sed vide* *Dyer* 19. *a.* *et vide Cro. Eliz.* 522. 2 *Roll.* 455. *l.* 15. 2 *Cro.* 48. 2 *Roll.* 455. *l.* 20.

(*a*) The reaſon is, becauſe it is contrary to the rules of law to have a leaſe very operate *in futuro*, which by circumvention this would have effected. *Bro. Tit. Reſervation* 13. Therefore *quære*, if an exception ſo conceived but being only for years, had not been good. *Vide T. Raym.* 207.

(*b*) This point was not determined. *Sed Vide* 1 *Anderſ.* caſe 129. A leaſe for 21 years of a meſſuage or tenement, in which there were cellars, rooms yards, &c. excepting and reſerving to the leſſor PRO SUO PROPRIO SOLUMMODO USU ET OCCUPATIONE *duabus cameris*, *uno le garret*, *duabus ſhopis*, *una le ſtorehouſe* parcel of the meſſuage or tenement. The leſſor died, and the queſtion was, whether his repreſentatives were intitled to enter into the parts excepted, and it was held they were; for the exception was abſolute, and the words *pro ſuo proprio*, &c. vain and void.

But

But if I except all my *trees* which grow out of any wood but upon land or paſture; in that caſe the ſoil itſelf is not excepted. 11 *Co.* 49. *b.* *Popb.* 46. 5 *Co.* 11.

In exceptions of woods and trees, obſerve theſe ſix things:

Firſt, That notwithſtanding they are excepted out of a leaſe of a manor for years, they remain parcel of the inheritance; and by demiſe for years of the manor, they will paſs, becauſe the freehold remains entire, and the leſſor remains tenant to the *præcipe*; but by a demiſe for life, with ſuch exception, *è contra*. 5 *Co.* 11. *a. b.* 11 *Co.* 50. *a.*

Secondly, That where the exception is of the trees only, the ſoil itſelf is not excepted, but only ſufficient nutriment for the trees.

One lets a tenement or cloſe, part whereof was wood, and commonly known by the name of a wood, and in the leaſe was an exception of all *ſaleable woods* now growing, or which ſhall grow hereafter, which have been ſold by the lord of the premiſſes, with free entry, egreſs and regreſs, for felling, making and carrying off the ſame at all times convenient; in this caſe the ſoil was not excepted, but paſſed to the leſſee. *Cro. Jac.* 524.

Thirdly, That the leſſee ſhall have the paſture growing under the trees. 4 *E.* 6. *Tit. Waſte. Br.* 136. 11 *Co.* 50. *a.*

Fourthly, That the leſſor ſhall have all the benefit of the trees. 11 *Co.* 50. *a.*

Fifthly, That he ſhall have the fruits, and all other profits of the trees. 11 *Co.* 50.

Sixthly, That where the leſſor excepts the trees, and afterwards he intends to ſell them, the law gives to him, and to thoſe who buy them, power, as an incident to the exception, to enter and view the trees, and ſo cut them down and carry them away. *Lex eſt, cuicunque aliquis aliquid concedit, concedere videtur & id ſine quo res ipſa eſſe non potuit*, is a principle in law. 11 *Co.* 52. *a.* 13 *Co.* 68.

If a leſſee for life or years makes an under-leaſe, excepting the wood, underwood and trees growing upon the land, it is a good exception, although he has not any intereſt in them, but as leſſee, becauſe he remains always tenant, and is chargeable in waſte; wherefore, to prevent it, he may make the exception: but if leſſee for years *aſſigns* over his term with ſuch an exception, it is a void exception, being of that with which tenant for life has no power to meddle. *Brownl.* 241. *Cro. Eliz.* 522. 2 *Rol.* 454. *l.* 42, 45. *Cro. Jac.* 296.

Rule 8.

The *exception* out of the thing granted *may be in any part of the deed*, but it moſt commonly and properly ſucceeds the ſetting down of the thing granted, (*a*) and is made by one of theſe words, *excepted* or *excepting*, *beſides*, *ſaving*, *ſave only*, *excepted and always reſerved*, &c. *Co. Litt.* 143. *a.* In what part of the deed. By what words.

The form may be in this or the like manner; *All that*, &c. (deſcribing the things granted, as before, and then go on with the exception)

(*a*) It may be added after the limitation of an uſe. *Cro. Car.* 437. *Jones* 376.

Saved

Saved and excepted to the ſaid A. B. *his heirs and aſſigns for ever, out of this feoffment or grant* (or grant, bargain and ſale, &c.) *all that meſſuage,* &c. *And all and ſingular the,* &c. *always forepriſed, excepted and reſerved unto the ſaid* A. B. *his heirs and his aſſigns.* See Infra. Title *Exceptions.*

If a leaſe be made, *provided that the leſſee ſhall not ſell the woods;* this word proviſo is no exception, but the words are demiſed. *Brownl.* 241.

Rule 9.

By the ſame words whereby it may be well granted, it may be well excepted.

Rule 10.

It may be made by other words that carry the ſame ſenſe, but the words before mentioned are the moſt proper.

The words *other than,* will make an exception; as in the ſtatute of fines, 4 *H.* 7. which concludes thus —— *All perſons, except feme covert, other than thoſe that be parties to the ſaid fine* —— Here *other than* makes an exception out of an exception. *Carter* 99.

For further obſervations on this ſubject. *Vid. Com. Dig. Tit. Fait. E.* 5, 6, 7.

SECT. III.

Of the Habendum.

(A) Habendum, *what.*

THE *habendum* is a clauſe in a deed, ſhewing what eſtate the grantee ſhall hold in the thing granted. *Shep. Touch.* 73. *Wood's Inſt. B.* 2. *c.* 3. *fol.* 225.

It is ſo called from the word *habendum,* being the firſt word in that part of a deed, when written in Latin. *Ibid.*

An eſtate may be made by a deed without any *habendum* at all; as if one gives or grants lands to another, and limits no eſtate, without any *habendum* in the deed, and ſeals and delivers this deed, and makes livery accordingly; in both theſe caſes the deed is good, and in the firſt caſe an eſtate in fee-ſimple is made, and in the laſt caſe an eſtate for life is made. *Ibid.*

(B) *The Office of the* Habendum.

THE office of the *habendum* is to expreſs the certainty of the eſtate which the grantee, &c. is to have, for what time, and to what uſe. *Shep. Touch.* 73. 10 *Co.* 107. *b.*

It

It is to *limit* an eſtate, and not to give any thing not named before in the premiſſes.

It ſometimes *qualifies* the eſtate, ſo that the general *implication* of the eſtate, which by conſtruction of law paſſes in the premiſſes, by the *habendum* may be controlled; but not if the eſtate is *expreſſed* in the premiſſes; as if a man by deed gives lands by the premiſſes to one and his heirs, *habendum* to him for life, (*a*) this *habendum* is void, becauſe repugnant to what is expreſſed; but if the *habendum* had been to the heirs of his body, it had been good. *Wood's Inſt. b. 2. c. 3. 225. 2 Blackſt. Comm.* 298.

But if the eſtate had only been *implied* in the premiſſes; as if *A.* grants a rent to *B.* generally in the premiſſes, the ſame by *implication* and conſtruction in law, is an eſtate for life; yet an *habendum* for years is good, and ſhall *qualify* the generality and implication of law in the premiſſes. *Ibid.*

An *habendum* may ſometimes *explain* the premiſſes, to prevent wrong; *vide poſt.* and ſometimes *enlarge* the premiſſes; as if a man gives lands in the premiſſes to one and the heirs of his body, *habendum* to him and his heirs, he has an eſtate-tail and a fee-ſimple expectant; for when the deed at firſt contains ſpecial words, and afterwards concludes in general words, both words, as well general as ſpecial, ſhall ſtand. *Ibid. Jones's Rep.* 4. 8 *Co.* 154. *Dyer* 160. *Plowd.* 161. 1 *Inſt.* 299.

An *habendum* may abridge or utterly fruſtrate the premiſſes. *Jones's Rep.* 4. *Vide Moore*, caſe 1236. *Hob.* 170, 171.

J. W. was ſeiſed in fee of an houſe and garden in *L.* and held it in burgage, and by his will deviſed it to *M.* his wife for life, and died; but before the making of his will, he made a deed of feoffment to *G. W.* his ſon, *habendum* after the death of the ſaid *J. W.* the feoffor to the ſaid *G. W.* in tail, and made livery of ſeiſin *ſecundum formam chartæ;* the feoffment was void, becauſe a freehold cannot be limited to commence in *futuro*, and nothing paſſed, and then the will made afterwards was good; for when no eſtate is expreſſed in the beginning of a deed, but only an implied eſtate for life, as here, and by the *habendum* an expreſs eſtate is limited, this doth controul the implied limitation; and if this be void and repugnant in law, as it is here, being after the death of the feoffor, all is void; but if there be an expreſs limitation in the beginning, if the *habendum* be repugnant, it is void, and the firſt is good; and although livery be made, yet it is made *ſecundum formam chartæ*, which is void, and ſo all is void, for it is but the execution of a void deed. *Cro. Eliz.* 254. *pl.* 27. *Hob.* 171.

Sometimes the *habendum* gives an eſtate where nothing was given before. *Plow.* 160. *a.*

And ſometimes it will alter the eſtate given in the premiſſes. *Ibid.*

Sometimes it gives to a perſon not named before. *Plow.* 160.

(*a*) But where a prebend demiſed a tenement to one and his heirs, *habendum* to him and his heirs for three lives, with a letter of attorney to deliver ſeiſin to him and his heirs, executors, or aſſigns, it was held that the leaſe was good againſt the ſucceſſor; for the *habendum* explained the premiſſes, and there was no repugnancy, becauſe the leſſee and his heirs ſhould take as in the premiſſes, but ſhould hold only for three lives as in the *habendum*. *T. Jones.* 4.

The

The *habendum* ſhall never introduce one who is a ſtranger to the premiſſes to take as a grantee, but he may take by remainder. 3 *Leon. Ca.* 60. 2 *Roll. Abr.* 68. *Hob.* 313. *T. Raym.* 145.

(C) *What the* Habendum *ſhould contain, where placed in the Deed, and by what Words expreſſed.*

IT is neceſſary that the *habendum* ſhould comprize and include the premiſſes, and it muſt be conſiſtent with that which is there expreſſed; for if it is not, the precedent eſtate given by the premiſſes ſhall ſtand, and the eſtate by the *habendum* ſhall be void. *Wood. B.* 2. *c.* 3. 225.

In it ſhould be ſet down again the *name of the grantee*, the *eſtate* that is to be made and limited, or the time that the grantee ſhall have in the thing granted or demiſed, and to what uſe; and therein ſometimes, though needleſsly, is ſet down again the thing granted.

If the name of the grantee be not contained in the premiſſes, yet if it be in the *habendum* it may be good enough; as if one gives or grants land, *habendum* to *B.* and his heirs, and he is not named in the premiſſes, yet this is a good deed to make an eſtate in fee-ſimple. And yet if the thing granted be only in the *habendum*, and not in the premiſſes of the deed, the deed will not paſs it; and therefore if a man grants *Blackacre* in the premiſſes of a deed, *habendum Blackacre* and *Whiteacre*, *Whiteacre* will not paſs by this deed; but if the thing newly added be implied in the thing granted by the premiſſes of the deed, as being an incident thereunto, or otherwiſe, or it be the ſame thing, and expreſſed in other words only, in theſe caſes the premiſſes and the *habendum* may ſtand together; as if one grant a manor, *habendum* the manor with the advowſon appendant to the manor; or if one grant a reverſion of land by the name of the reverſion in the premiſſes, *habendum* the land itſelf, in both theſe caſes the deed is good, and the advowſon and reverſion will paſs. So alſo if livery of ſeiſin be made of the thing newly added, in this caſe perhaps it might paſs by the livery. *Sh. Touch.* 73.

And if the thing granted be left out in all, or in part in the *habendum*, yet the grant is good; and therefore if one grants land to *A.* habendum *to* A. *his heirs*, &c. or if one grants *Whiteacre* and *Blackacre* to *A. habendum Whiteacre* to *A.* and omit *Blackacre*, yet the deeds are good, and all that is contained in the premiſſes of the deed doth paſs in both caſes. *Ibid.*

The *habendum* may be placed in any part of the deed, and be good in law, but the proper place is immediately after the premiſſes, thus:

To have and to hold the ſaid meſſuage or tenement, lands and premiſſes before by theſe preſents, granted, bargained, ſold, remiſed, releaſed, quit-claimed and confirmed, or meant, mentioned or intended to be herein and hereby granted, bargained, ſold, remiſed, releaſed, quit claimed and confirmed, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part and parcel thereof, with their and every of their appurtenances (except before excepted) *unto the ſaid* A. B. *his heirs and*

and aſſigns for ever, To The Only Uſe and behoof of the ſaid J. B. *his heirs and aſſigns for ever;* (or it may be thus, *viz.*) *To the releaſee,* &c, *his heirs and aſſigns for ever, to the uſes, intents and purpoſes herein after mentioned, and to no other uſe, intent or purpoſe whatſoever,* viz. *To The Uſe Of,* &c. and ſo declare the uſes. *Vid. infra.* Tit. *Habendum.*

If any thing be excepted in the grant in the premiſſes, it is beſt to mention it here by theſe words, (*except before excepted*) as in the above precedent.

(D) *How the* Habendum *ſhall be conſtrued: and how different Eſtates are limited according to the Words of the* Habendum.

How *habendum* ſhall be conſtrued.

THE *habendum*, as all other parts of a deed, for the moſt part ſhall be taken moſt ſtrongly againſt the grantor, and moſt in advantage of the grantee, yet ſo as to be conſtrued as near as poſſible to the intent of the parties. *Shep. Touch* 97.

One makes a leaſe of an houſe and land for years, if the leſſee ſo long live, and then the leſſor by deed indented, grants the *meſſuage* and *land* to another, *habendum reverſionem*, &c. for life after the death of the leſſee, &c. this is good to carry the reverſion; for in judgment of law nothing but the reverſion is granted by the premiſſes. 10 *Co.* 107. *a. b.* *Contra*, it had been had the land been in poſſeſſion; for land in poſſeſſion will not paſs by a grant of land in reverſion. *Ibid.* When a reverſion is granted *habendum* the land, the *habendum* is adjudged good. So when land is granted *habendum* the reverſion. *Ibid.*

A fee-ſimple pure.

If lands be given or granted to a man, *to have and to hold to him and his heirs*, this is a fee-ſimple pure, abſolute and perpetual, and is made by theſe words, his *heirs*; for it is a general rule, that the words *his heirs* only (*a*) make an eſtate in fee-ſimple in all feoffments and grants. *Co. Litt.* 8, 9. *Shep. Touch.* 97.

But

(*a*) Land, according to the principle adopted by the *feudiſts*, was originally veſted in the chief, and by him granted out to his immediate dependants, who again diſpoſed of it by voluntary gifts to their vaſſals, as a reward for ſervices done or to be done; but in theſe grants, the grantor was always ſuppoſed to advert to the perſonal ſervices of the grantee, to ſecure which, there was generally a reſervation in the grant of duties to be performed by the tenant, and the eſtate in the thing granted was limited to endure not for a ſhort period, being capable of being enlarged at any time as fancy dictated or intereſt required. Such eſtates therefore were at firſt precarious and at the will of the ſuperior; afterwards it became uſual to grant them for life; in the more advanced ſtate of feudal polity they were frequently granted to particular heirs of the firſt grantee, but ſeldom to the heirs general; for the feudal lord for a long time retained in his mind the object of the original grant, which was the ſervices of the vaſſal, and therefore took care, that the feud ſhould not fall into the hand of thoſe, who from their ſex would be incapable of rendering thoſe duties; the grant, therefore, was reſtrained at firſt to the elder ſon, then all the ſons were permitted to ſucceed unto the vacant patrimony, till, at length, in the change incident to human affairs, inheritances became general. In this more advanced ſtate of ſociety, fiefs were regulated by ſomething more than the mere diſcretion of a warlike tribe; the regulations concerning them, began to have the force of laws, and rules and maxims of property, ſprung up and gave riſe to technical reaſoning, enabling men to argue from principles, and in the ſpirit of

But this rule hath many exceptions; for if a feoffment of land be made to *J. S. & heredibus*, without the word *ſuis*, this is a fee-ſimple. *Ibid.*

And yet if the grant be *to* J. S. *and* J. D. & hæredibus, without the word *ſuis*; *contra*, for this is only an eſtate for their lives. *Ibid*

Life. And if lands be given to a biſhop, parſon, or the like, To have and to hold to him and his ſucceſſors; this is a fee-ſimple. *Ibid.*

Fee-ſimple. And if lands be given *to a mayor and commonalty*, or other corporation aggregate generally, without the word *ſucceſſors*, or any other word; or if lands be given to ſuch a corporation *for their lives*; this is a fee-ſimple. *Ibid.*

Life. But if land be given *to a parſon*, or the like, habendum *to him*, without ſaying how long; *or* habendum *to him for life*; by this he has no more than an eſtate for life. *Ibid. Et Co. Litt* 94. *b.*

Fee-ſimple. And if lands be given to the *king* generally, without any other words this is a fee-ſimple. *Co. Litt.* 9. 6 *Co.* 27. *Shep. Touch.* 97

So if one grants *deo & eccleſiæ de* D. it is ſaid this is a fee-ſimple in the parſon of *D.* *Ibid.*

So alſo of a grant *eccleſiæ de* D. *Ibid.*

So if a grant had been to the monks of ſuch a houſe, it had been fee-ſimple in the houſe. *Ibid.*

And in like manner it is in other caſes: as if one recites that *B.* hath enfeoffed him of *Whiteacre*, To have and to hold *to him and his heirs* and then he ſaith further, that as fully as *B.* hath given *Whiteacre* to him and his heirs, he doth grant the ſame to *C.* by this *C.* the grantee hath the fee-ſimple of this acre. *Ibid.*

And if one grants two acres to *A.* and *B.* To have and to hold, the one to *A.* and his heirs, and the other to *B. in forma prædicta*: by this *B.* has a fee-ſimple in this other acre, for an eſtate in fee-ſimple, fee-tail, or for life, may be made by ſuch words of reference. (*b*) *Ibid.*

Alſo if a rent be granted between *parceners*, to make an equality of partition, and it be granted generally and without any words of heirs, yet this is a fee-ſimple. *Ibid. Co. Litt.* 10. *a. Plowd.* 134. *b.*

So where lands are given in *frankalmoigne. Shep. Touch.* 98. *Et Co. Litt.* 93. *b.*

legal refinement. A general view of the feudal ſyſtem furniſhes ample ground to conclude, that feuds were originally intended to ſubſiſt only during the life of the vaſſal, and conſequently that, without ſpecific words in the donation to enlarge the gift beyond this period, the tranſact on in its own nature led to the inference, that the grant was not intended to carry a greater eſtate than was compriſed in that portion of time. and therefore did not extend to the progeny of the grantee. An inheritance then being repugnant to the nature of a feud, the preſumption in conſtruction of grants was always againſt it. Hence the preciſe deſignation of heirs was neceſſary to be inſerted in the deed of inveſtiture, if they were meant to inherit. To this ſource we may trace the preſent form required to be obſerved in conveyances ſtrictly legal, modern conveyancing being the legitimate offspring of the old feudal grants, which, in a deed to create an inheritance, *required expreſs words of limitation to heirs*, or otherwiſe the grant operated only as a conveyance of an eſtate for life.

(*b*) This *habendum* is good; becauſe it does not take away all the intereſt of either party, for they are tenants in common, and both have an intereſt in each acre. *Moore* 26. Caſe 87.

And

And ſo alſo it is in the caſes of a releaſe of right, a fine and a recovery. *Shep. Touch.* 98.

If one gives or grant land to another, To have and to hold *to him and his heirs males*, or *to him and his heirs females*; in both theſe caſes there is a fee-ſimple made; but it is otherwiſe when theſe words are in a will, for then it is but an eſtate in tail only. *Ibid. Litt.* § 31. *Co. Litt.* 27. *a.*

If one grants land to one, To have and to hold *to him and his right heirs*; by this he has a fee-ſimple. *Shep. Touch.* 98.

And ſo it ſhall be taken if it be by fine.

So if one grants land *to* J. S. *for life, the remainder to the heirs*, or *to the right heirs of* J. S. this is a fee-ſimple. *Ibid.*

So if one makes a feoffment in fee *to the uſe of himſelf for life, and after his death to the uſe of his heirs*; this is a fee-ſimple. *Ibid.*

If one grants land to *J. S.* To have and to hold *to him and the heirs of* J. S. this is a fee-ſimple, and all one with a grant to *J. S.* and his heirs. *Ibid.*

If one grants land to another, To have and to hold *to him for twenty years, and that after the twenty years the grantee ſhall have it to him and his heirs by* 10l. *rent*, and makes livery of ſeiſin; by this the grantee ſhall have the fee-ſimple. *Ibid.*

If one grants land to the wife of *J. S.* To have and to hold *to her for life, and after to* J. S. *in tail, and after to the right heirs of* J. S by this *J. S.* has a fee-ſimple. *Ibid.*

And if one grants land *to* A. *for life, the remainder to* B. *for life, the remainder to the right heirs of* A. by this *A.* has a fee-ſimple.

If land be granted to a man and his wife, To have and to hold *to them and the heirs iſſuing of them*; this is a fee-ſimple, and not a fee-tail. (*a*) *Ibid. Bro. Eſtates* 86.

If land be granted *to one and his heirs*, by the premiſſes of a deed, To have and to hold *to him for life*; by this he has a fee-ſimple. *Shep. Touch.* 98.

A fee-ſimple qualified.

If land be given or granted to one, *habendum to him and his heirs, ſo long as he pays* 20l. *yearly to* J. S. *and his heirs*, or *ſo long as ſuch a tree doth ſtand*, or the like; this is a kind of fee-ſimple, but it is limited and qualified, and determinable upon this contingent. *Shep. Touch.* 97.

Fee-ſimple expectant.

If by the premiſſes of a deed land be granted *to one and the heirs of his body*, To have and to hold *to him* (*b*) *and his heirs*; by this he has an eſtate tail and a fee-ſimple expectant: *And* ſo *vice verſa*. *Shep. Touch.* 98.

If by the premiſſes of a deed the grant be *to him and his heirs*, To have and to hold *to him and the heirs of his body*; (*c*) by this alſo he has an eſtate-tail and a fee-ſimple expectant. *Ibid.*

No

(*a*) Becauſe it is not ſaid iſſuing of their bodies. *Bro. Eſt.* 86. *Sed. vid. Tit. Brc. Fitz.* 488. Land given to *J. S.* and the heirs which he ſhould happen to have of *A.* his wife; and held a good entail without the words *of his body*. *S. P. Bro. Eſt.* 89 *Taile.* 43. *Sed nota*, the point in queſtion was in the pleading not on the limitation.

(*b*) For it is a principle or rule of law, that *generalis clauſula non porrigitur ad ea quæ antea ſpecialiter ſunt comprehenſa*, and therefore when a deed at firſt contains ſpecial words, and afterwards concludes in general words, both words as well general as ſpecial ſhall ſtand. 8 *Co.* 154. *b.*

No limitation of the party can make a freehold commence *in futuro*.

Therefore tenant in fee cannot enfeoff any one of his eſtate, *habendum* after his death; for then he would have a particular eſtate in himſelf againſt the rules in law, or no eſtate could paſs but *in futuro*. Such feoffment is therefore void. (*a*) *Cro. Jac.* 376. *pl.* 2. *Cro. Eliz.* 254, 255. *pl.* 27.

Fee-ſimple. If land be given *to the ſon*, To have and to hold *to him and his heirs of the body of his father*; by this the ſon has a fee-ſimple. *Shep. Touch.* 100. (*b*)

Fee-tail. If lands be given or granted to a man, To have and to hold *to him and to the*, or *to his, heirs of his body*, or *to the*, or *to his, heirs males of his body*, or *to the*, or *to his, heirs females of his body*; by this the grantee has an eſtate tail. *Shep. Touch.* 98.

If lands be given to a man, To have and to hold *to him and the heirs males*, or *to him and the heirs females of his body begotten*; the grantee has an eſtate tail. *Shep. Touch.* 98, 99.

If lands be given to a man and his wife, To have and to hold *to them and the heirs males*, or *them and the heirs females of their two bodies begotten*; by this they both have an eſtate-tail. *Shep. Touch.* 99.

And if lands be given *to them and the heirs males*, or *heirs females of the body of the huſband begotten on the wife*; by this he hath an eſtate-tail, and his wife an eſtate for life only. *Ibid.*

And if lands be given to *A.* To have and to hold *to him and his heirs on the body of* B. *begotten*; by this *A.* has an eſtate-tail, and *B.* has nothing. *Ibid.*

So if lands be given to a man and his wife, To have and to hold *to them and the heirs he ſhall beget on her body*; by this they have an eſtate tail in them both. *Ibid.*

If lands be given *to a man and his wife and the heirs of the body of the huſband*; by this the huſband hath an eſtate in general tail, and the wife but an eſtate for life. *Ibid.*

(*c*) *Sed vide* 8 *Co.* 154. *Moore Ca.* 87. That in ſuch caſe the *habendum* qualifies the general words precedent, *et vid. accord.* 35 *Aſſ. p.* 14. 37 *Aſſ. p.* 15. *Et Perk.* 35. *b.* againſt the opinion *obiter* in 21 *H.* 6. 24. But where one by deed gave lands to baron and feme and to their heirs, *habendum* them and the heirs of their bodies, remainder to them and the ſurvivor of them for life, *to hold of the chief lord, with a warranty to them and their heirs*; it was held upon the circumſtances of the tenure being limited to the lord paramount, which could not be if there was an eſtate-tail, and of the warranty to the donees and their heirs, that the donees took an eſtate-tail with a fee expectant. *Cro. Jac.* 476. 9.

(*a*) Grandfather by indenture grants, bargains, and ſells *to his grandſon and his heirs* the tenements in queſtion, to hold *immediately after his death* to the grandſon and the heirs of his body, with divers remainders over, which indenture was inrolled. *Et per Treby, Nevil, Powel, et Rookſby*, although the *habendum* of a future frank-tenement be void, yet the grant of the premiſſes being expreſs to the grandſon and his heirs, the indenture ſhall enure on the premiſſes, and paſs the eſtate to the vendee immediately. And though the intent were to paſs the eſtate in *futuro*, yet that cannot alter the law and make a future freehold good, and a preſent freehold void. 3 *Lev.* 339.

(*b*) Cont. if the limitation had been "his heirs of the body of his father *engendered*." *Shep. Touch.* 100.

If lands be given to him, To have and to hold *to him and his heirs he shall beget on the body of his wife;* by this he hath an eſtate-tail, and ſhe has no eſtate at all. *Ibid.*

If one gives his land to his daughter or couſin in frank-marriage, by this they have each of them an eſtate-tail without any word of *heirs*, or *heirs of the body*, &c. *Ibid.*

If one gives lands *to* B. *and his heirs*, To have and to hold *to* B. *and his heirs, if* B. *have heirs of his body; and if he dies without heirs of his body, that it ſhall revert to the donor;* by this *B.* has an eſtate-tail. *Ibid.*

So if one gives lands *to* B. *and his heirs, if he have iſſue of his body;* by this he has an eſtate-tail. *Ibid.*

So if lands be given to *B.* To have and to hold *to him and his heirs, provided that if he dies without heir of his body, that the land ſhall revert. Ibid.*

So if lands be given *to* A. & B. *uxori ejus & hæred' eorum & aliis hered' ipſus* A. *ſi dict' hered' de dict'* A. & B. *exeunt' obierunt ſine hærede deſe*, &c. by this they have an eſtate-tail. *Ibid.*

And ſo in all ſuch like caſes where after a limitation of a fee-ſimple theſe or ſuch like words are added, *viz. That if he dies without heirs of his body; the land ſhall revert;* for in all theſe caſes the *habendum* is conſtrued to be a limitation or declaration what heirs are meant before. (*a*)

If lands be given *to* A. *and* B. (a man and a woman unmarried) To have and to hold *to them and the heirs of their two bodies;* by this each of them has an eſtate-tail; and if they marry, their heirs may inherit it. *Shep. Touch.* 100.

So if there be grandfather, father and ſon, and the father dies, and lands be given *to the ſon*, To have and to hold *to him and the heirs of the body of the grandfather;* this is an eſtate-tail in the ſon, but neither the father nor the grandfather has any eſtate in theſe caſes. *Ibid.*

If lands be given to *J. S.* and the heirs of the body of his wife (being dead) begotten; by this *J. S.* has an eſtate-tail. *Ibid.*

If one grants lands to *J. S.* To have and to hold *to him and the heirs of his body iſſuing, the remainder to* J. D. *and his heirs* in forma prædicta; by this *J. S.* and *J. D.* after him have each of them an eſtate-tail. *Ibid.*

If one grants land to *A.* to have and to hold *to him for life, the remainder to the firſt ſon of* A. *and the heirs male of the body of that firſt ſon;* by this the firſt ſon has an eſtate in tail, and *A.* his father but an eſtate for life only. *Ibid.* 100.

(*a*) Gift by deed to *A. and his heirs*, and if he dies without iſſue, remainder over. *Per* Lord Keeper *Wright.* The latter words reſtrain the former, and convert the fee into a tail. 1. *P. W.* 57. 19 *H* 6. 74. 1 *P. W.* 1c. *Contra*, if the firſt limitation be to *A.* without expreſſing any eſtate. *Vid. Vaugh.* 259. *Sed per Powell*, J. 1 *P. W.* 57. the conſtruction is the ſame in both caſes. *Vid. Perk. ſec.* 173.

So to *B.* and his heirs to have and to hold to *B.* and his heirs, if *B.* have heirs of his body, and if he die without heirs of his body, remainder to revert to the donor adjudged an eſtate-tail. *Co. Litt.* 21.

But

But if lands be granted *to* A. *for life, the remainder to the heirs of the body of* A. by this *A.* has an eſtate-tail in him. *Ibid.*

And if lands be given *to a man and his wife*, To have and to hold *to them and one heir of their bodies lawfully begotten, and to one heir of the body of that heir*; by this there is an eſtate-tail made, yet ſo as it ſhall laſt only during the lives of thoſe two heirs. *Ibid.*

If one grants lands to another, To have and to hold *to him and to his heirs of the body of ſuch a woman lawfully begotten*; by this he ſhall have an eſtate-tail; for *begotten* ſhall be intended by the donee on that woman. *Ibid. Co. Litt.* 26.

If there be huſband and wife, and they have iſſue a ſon and a daughter, and lands are given *to the wife*, To have and to hold *to her and the heirs of her late huſband on her body begotten*; by this the wife has an eſtate for life, and the ſon an eſtate in tail; and if he dies without iſſue, it ſhall go to the daughter *per formam doni. Ibid. Co. Litt.* 26.

If lands be granted *to the huſband of* A. *and wife of* B. To have and to hold *to them and the heirs of their two bodies*; by this they have each of them an eſtate in tail in them: for there is a poſſibility that one huſband and wife may die, and then the other huſband and wife may intermarry. *Ibid. Co. Litt.* 20.

If there be father and ſon, and lands are given *to the father*, To have and to hold *to him and the heirs of the body of his ſon*; by this the ſon has an eſtate-tail, but the father only an eſtate for life. *Ibid.*

If lands be given *to the mother for life, the remainder to her ſon and the heirs of the body of the father on her begotten*, (the father being dead) the ſon has an eſtate-tail. *Litt.* § 352. *Shep. Touch.* 100, 101.

If lands be granted to *J. S.* To have and to hold *to him and the heirs he ſhall happen to have of his wife*; by this he has but an eſtate-tail, and no fee ſimple, and his wife has no eſtate at all. *Ibid.*

If lands be granted *to* J. S. *and the heirs that the ſaid* J. S. *ſhall lawfully beget of his firſt wife*, and he hath no wife at the time of the grant; by this he has an eſtate-tail. *Ibid. Co. Litt.* 20.

If *A.* has iſſue by *B.* his wife *C.* a ſon, and *D.* a daughter, and *A.* dies, and lands are granted to *B.* To have and to hold *to her and to the heirs of her late huſband on her body begotten*; in this caſe, and by the deed, *C.* has an eſtate-tail, and the woman has only an eſtate for life, and if *C.* dies without iſſue, *D.* his ſiſter ſhall have the land *per formam doni. Ibid. Co. Litt.* 26.

But if one grants lands to *A.* late wife to *J. S.* TO HAVE AND TO HOLD *to the ſaid* A. *and the heirs of* J. S. *on the body of the ſaid* A. *begotten*; in this caſe the ſon and heir ſhall take no eſtate by the grant (*a*) and the ſame conſtruction ſhall be upon the ſame words in a will. *Ibid.*

If lands be granted to the huſband and wife, To have and to hold *to them and the heirs of the body of the ſurvivor of them*; by this the ſurvivor ſhall have an eſtate-tail, after the death of the other. *Ibid. Co. Litt.* 26.

(*a*) The reaſon is becauſe he was named after the *habendum*. *Co. Litt.* 26. *b.* And for inſtances where perſons not named in the premiſſes, may take by the *habendum*. *Vid. Co. Litt.* 13 *ed. fol.* 7. *note* 3. *fol.* 26. *note* 4. And ſee alſo *Wright* v. *Cartwright*. 1 *Burr.* 284.

If lands be granted to *J. S.* To have and to hold *to him & heredibus de carne ſua*, or *heredibus de ſe*, or *heredibus quos ſibi contigerit*; in all theſe caſes *J. S.* has an eſtate-tail, and no more. *Ibid. Co. Litt.* 20.

If lands be granted *to huſband and wife*, To have and to hold *to him and the heirs of the body of the huſband, the remainder to the huſband and wife, and the heirs of their two bodies begotten*, this remainder is void; and therefore by this the huſband has an eſtate in tail. and the wife a joint eſtate for life with her huſband, and no more. *Ibid. Co. Litt.* 28.

If lands be granted to *J. S.* and the heirs of the body of *Jane a Noke* begotten; by this *J. S.* has an eſtate-tail, and no more. *Ibid. Co.* 140.

If lands be granted *to* J. S. & *heredibus de corpore procreatis*; by this the heirs that ſhall be begotten afterwards ſhall take. *Ibid. Co. Litt.* 20.

And if lands be granted *to* J. S. & *heredibus de corpore procreandis*; by this the heirs of his body before begotten ſhall take *per formam doni*, as well as thoſe that ſhall be begotten afterwards. *Ibid. Co. Litt.* 20.

If one grant *to* J. S. *that if he and the heirs of his body be not yearly paid* 40*s. that he or they ſhall diſtrain in the lands of the grantor*; by this the grantee has an eſtate in tail in the rent: As if he grants *to* J. S. *that if he and his heirs be not paid*, &c. *that he or they ſhall*, &c. he has a fee-ſimple in the rent. *Ibid. Co. Litt.* 146.

If one gives or grants land to another, To have and to hold *to him*, *to him and his aſſigns*, and ſays not how long nor for what time, and the grantor makes livery of ſeiſin according to the deed, by this the grantee has an eſtate for his own life; but if no livery of ſeiſin be made, no eſtate at all but an eſtate at *will* doth paſs by this deed; and if he that grants the land be but a leſſee for years of the land, and he makes no livery of ſeiſin upon the grant, by this his term of years, and that eſtate which he has is granted. But if he makes livery of ſeiſin upon the grant, then an eſtate for life of the grantee will paſs; and it is a forfeiture of the eſtate of the leſſee for years, of which he in reverſion may take preſent advantage. And if one grants to another common in his land, when he doth put in his own beaſts, or eſtovers in his manor when he cometh there, and ſays no more; by this it ſeems the grantee hath an eſtate for life. *Shep. Touch.* 101. *Co. Litt.* 42. Eſtate for life.

If one grants land to *J. S.* To have and to hold *to him or his heirs* in the disjunctive; this is but an eſtate for life, and no more. *Ibid.* 5 *Co.* 112. *Co. Litt.* 8.

So if one grants lands to *J. S.* To have and to hold *to him and his heir*, in the ſingular number; by this *J. S.* has only an eſtate for life, and no fee-ſimple, (*a*) *Co. Litt.* 8. *a. Shep. Touch.* 102.

(*a*) If a man make a feoffment to the uſe of himſelf for life, the remainder to another for life, the remainder to the uſe of the heir or heirs of his own body, and to the uſe of the heir of ſuch heir or heirs, and if he die without iſſue of his body, remainder over, &c. The heir ſhall take by deſcent. 2 *Roll. Abr.* 253. *H.* 3. And it ſeems that the word *heir* in a deed as well in a will operates as *nomen collectivum*. 1 *Roll. Abr.* 832. *K. Pl.* 1. *Godb.* 155. *Ca.* 207.

If

If one bargains and ſells land to another for money, and limits no time, and expreſſes no eſtate; by this the bargainee ſhall have only an eſtate for life: but it was otherwiſe before the ſtatute for uſes, for then it had been a fee-ſimple. *Ibid. Co. Litt.* 87, 130. *Plow.* 539.

If lands be granted *to* J. S. *for life, and after to the next heir male of* J. S. *and the heirs male of the body of ſuch next heir male*; by this *J. S.* has but an eſtate for life; but if it be *to the next heirs male of* J. S. it is an intail. *Shep. Touch.* 102.

If one grants land to *J. S.* To have and to hold *to him in fee-ſimple*, or *in fee-tail*, without ſaying *to him and his heirs*, or *to him and his heirs males*, or the like; this is but an eſtate for life, and no more. *Ibid.* 20 *H.* 6. 33.

So if one grants land to *J. S.* To have and to hold *to him and his ſeed*, or *to him and his iſſues generally*, without more words; by this is made only an eſtate for life: but in the conſtruction of a will the law is otherwiſe in moſt of theſe caſes. *Shep. Touch.* 102. *Co. Litt.* 8, 20.

If lands be granted *to two & hæredibus*, without the word *ſuis*; by this they have an eſtate for their lives, and no longer. *Shep. Touch.* 132. 20 *H.* 8. 35.

If one grants lands to *J. S.* To have and to hold *to him and his heirs for his own life*, or *for the life of* J. D. by this *J. S.* has an eſtate for life, and no more. 1 *Co.* 140. *b.* 3 *P. Will.* 262.

If one grants lands to *A.* and *B. habendum ſibi et ſuis*, omitting all other words, or To have and to hold *to them and their aſſigns*; by this they have an eſtate for life only. (*b*) So if lands be granted to any natural perſon, To have and to hold *to him and his ſucceſſors*; by this he has only an eſtate for life. *Shep. Touch.* 102. *Co. Litt.* 1, 8.

If one grants his lands to *J. S.* to pay his debts, To have and to hold *to him generally*, without limiting any eſtate; in this caſe *J. S.* has an eſtate for life only. *Shep. Touch.* 102. 8 *Co.* 96.

If lands be granted to *A.* and *B.* To have and to hold *to them for their lives, to the uſe of C. for his life*; by this *C.* hath an eſtate for his life, if *A.* and *B.* live ſo long. *Ibid. Dyer* 186.

If a tenant in tail grants *totum ſtatum ſuum*; by this the grantee has an eſtate for the life of the grantor, and no longer. And if a leſſee for life grants *all his eſtate*, hereby his eſtate for life doth paſs, for this is as much as he can lawfully grant. *Shep. Touch.* 102.

If a man has a ſon and a daughter, and he dies, and lands be granted *to the daughter and the heirs females of the body of the father*; by this ſhe has only an eſtate for life. *Ibid Co. Litt.* 24.

If one grants lands to another, To have and to hold *to her whilſt ſhe ſhall live ſole*, or *during her widowhood*, or *ſo long as ſhe ſhall behave herſelf well*, or *ſo long as ſhe ſhall dwell in ſuch a houſe*, or *ſo long as ſhe ſhall pay* 10l. *yearly*, or *ſo long as the coverture between her and her huſband ſhall continue*; or one grants lands to a man, To have and to hold unto him *until ſhe ſhall be promoted to a benefice*, or the like; in all theſe caſes, if livery of ſeiſin be made according to the deed, or if the grant be of ſuch

(*b*) But in copyhold eſtates, a fee may be created by ſpecial cuſtom within a manor, by the words *ſibi et ſuis*, or *ſibi et aſſignatis* or the like, without the word *heirs*. 4 *Co.* 29. *b.*

a thing

a thing whereof no livery is requisite, the grantee has an estate for his life, and no more, and that determinable also. *Shep. Touch.* 102. *Co. Litt.* 42, 234, 235.

If one grants lands to *J. S.* To have and to hold *to him for life*, and doth not say for whose life; this regularly shall be taken for the life of *J. S.* the lessee, and not for the life of the lessor. But if the lessor himself has but an estate for life in the lands granted, then the lease shall be construed to be and to enure during that life only by which the lessor did hold, to prevent a forfeiture. And if he that makes the lease be tenant in tail of the land, this shall be taken to be a lease for the life of the lessor. And if a tenant for life of land makes a lease for years of it, and then grants his reversion by the name of reversion to another, To have and to hold *to him and his heirs*; by this he hath only an estate for the life of the grantor, and no more. So if tenant in tail of land grants it to one for years, and after grants his reversion to another, To have and to hold *to him and his heirs*: this shall be construed to be an estate for the life of the tenant in tail, and no longer; and the attornment of the tenants in these cases will not alter the cases. And so it is in case of a release also; as if tenant in tail doth release to *B.* (being lessee for years of the land) all his right to the land, this shall be taken to enure but for the life of the tenant in tail, and no longer; for *constructio legis non facit injuriam*. *Shep. Touch.* 103. *Co Litt.* 42, 183. *Plow.* 161. *F. N. B.* 168.

And if a man by his deed grant a rent of 10*l.* issuing out of all his lands, quarterly, at the usual feasts; this is an estate for the life of the grantee. *Shep. Touch.* 103.

If one grants lands to *J. S.* and *J. D.* To have and to hold *to them during their lives*, omitting these words, *and the longest liver of them*; yet they shall hold it during the life of the longest liver of them. *Ibid.* 5 *Co.* 9. 11 *Co.* 3.

And if lands be granted to *A.* To have and to hold *to him during the lives of* B. C. *and* D. without any more words; by this *A.* hath an estate during all their lives, and during the life of the longest liver of them. *Ibid.*

And if lands be granted to *A.* To have and to hold *to him during his life, and during the lives of* B. *and* C. by this he has a lease for his own life, and the lives of *B.* and *C.* and the longest liver of them. *Shep. Touch.* 103. 38 *Eliz. Ross et Adwick.*

But if a lease be made to *J. S.* of land, To have and to hold *to him during the time that* A. *and* B. *shall be justices of the peace*, or *during the time that* A. *or* B. *shall be of the* Inner-Temple, or the like; in these cases the failure of one doth determine the estate. *Ibid.*

And if a lease be made to *B.* only, To have and hold *to him and* C. *for their lives*; by this *B.* hath an estate for his own life only, and no more, and *C.* hath nothing at all. *Shep. Touch.* 103. 8 *Eliz. B. R. Hobart* and *Wisemore.* (*a*)

When no time is set down for the beginning of an estate, then it shall begin presently, otherwise it shall begin at the time expressed, if that be not against law. *Shep. Touch.* 104, 105. *Co. Litt.* 46. *Co.* 51, 2. 5 *Dyer* 286, 307. Estate for years.

(*a*) For other instances of words making an estate for life, *Vid. Bacon's Abr. Tit.* Estate for life. *A. Vin. Abr. Estate.* (*N. a.*)

If

If a leaſe for years be made, bearing date the twenty-ſixth day of *May*, To have and to hold *for twenty one years from the date*, or *from the day of the date*; in theſe caſes the leaſes ſhall begin on the twenty-ſeventh day of *May*. (*b*) *Shep. Touch.* 105.

But if the words be, To have and to hold *from henceforth*, or *from the making hereof*; in theſe caſes the leaſe ſhall begin on the day in which it is delivered. *Ibid.*

And if it be to begin *a die confectionis*, then it ſhall begin the next day after the delivery. *Ibid.*

And if it be, To have and to hold *for twenty-one years*, without mentioning when it ſhall begin, it ſhall begin from the delivery, if there be no former leaſe in being; and if there be, then it ſhall begin from the time of the ending of that leaſe. *Ibid.*

If the deed has a date which is void or impoſſible, as the 30th of *February*, or 40th of *March*, and the term be limited to begin from the date, then it ſhall begin from the delivery. *Ibid. vid. ſupra.*

So if a man by his deed recites a leaſe which is not exiſting, or which is void, or miſrecite a leaſe that is *in eſſe* in a point material, and then ſay, To have and to hold *from the end of the former leaſe*; this leaſe ſhall begin in courſe of time at the time of the delivery of the deed. *Ibid.*

If one makes a leaſe of land to *A.* for twenty years, and then grants it to *B.* To have and to hold *to him from the end of the firſt term*, &c. in this caſe this ſecond leaſe ſhall begin as ſoon as the firſt leaſe by what means ſoever ſhall end. *Shep. Touch.* 105. *Co.* 154. *Plow.* 198.

But if the words of the ſecond leaſe be, To have and to hold *to him from the end of the twenty years*; in this caſe the ſecond leaſe ſhall not begin until the twenty years be expired. *Ibid.*

And if one makes a leaſe of *Whiteacre* to *A.* for ten years, and of *Blackacre* to *B.* for twenty years, and then reciting both the leaſes makes a leaſe to *C. to begin after the former leaſes*; this ſhall be taken reſpectively, and ſhall begin for *Whiteacre* after the end of the ten years, and for *Blackacre* after the end of the twenty years. *Ibid.*

And if one makes a leaſe to two for ſixty years, *provided that if the leſſees ſhall die within the term, that then preſently after the deceaſe of the laſt of them longeſt living, the leſſor ſhall re-enter*; and one of them dies, and after the leſſor makes a leaſe to another, *habendum*, &c. *cum poſt ſuor per mortem, ſurſum redd' vel forisfacturam* of the firſt ſurviving leſſee *acciderit vacare* for forty years; in this caſe this ſecond leaſe ſhall begin after the death of the leſſee ſurviving, re-entry of the leſſor, or the effluxion of time of the firſt leaſe, which of them ſhall firſt happen, and the leſſee at his election cannot make it to begin at any other time. *Shep. Touch.* 105. 6 *Co.* 36.

If a man makes a leaſe for thirty years, and four years afterwards makes another leaſe to another man in theſe words: *Noveritis*, &c. me A. *de* B. *predictis* 30 *Annis finitis dediſſe & conceſſiſſe* B. *de* C. &c. *Ha-*

(*b*) *Quære et vid.* As to the diſtinction of a leaſe from the date, and from the day of the date. *Eſſay on Powers*, 435.—529. where all the caſes and diſtinctions are conſidered.

bendum

bendum a die confectionis præsentium et termino prædicto finito usque ad finem 31 *Annorum*; by this the second term shall begin at the end of the thirty years. *Shep. Touch.* 105. *Dyer* 261.

And if one makes a lease to *A.* for twenty years, and after makes a lease to *B.* To have and to hold to him *from the end of the first term for twenty years, to be accounted from the date of the last deed*; in this case the second lease shall begin at the end of the first lease, and these words *to be accounted*, &c. shall be rejected. *Shep. Touch.* 105, 106. *Pas.* 7 *Jac. C. B. Craddock's* Case.

If one makes a lease of land to *A.* for ten years, and after by indenture grants it to *B.* To have and to hold *to him from* Michaelmas *next for ten years*; and afterwards the first lessee purchases the reversion, by which his term is drowned; in this case the second lease shall begin presently when *Michaelmas* is come. *Shep. Touch.* 106. *Dyer* 112.

If there be two jointenants, and one of them grants the land to *J. S.* To have and to hold *to him for twenty years, if the lessor and his companion so long live*; by this the lease shall continue no longer than they both live together, and when either of them is dead, the lease is determined. *Shep. Touch.* 106.

And if one grants his land to *J. S.* To have and to hold *to him, his executors*, &c. *for the term of one hundred years, if* A. B. *and* C. *live so long*, and leave out these words, *or either of them*; in this case, if either of them dies, the lease is determined. (*a*) *Ibid.*

But if the words be, To have and to hold *for one hundred years, if* A. B. *or* C. omitting *or either of them*, shall live so long, *contra. Ibid.* (*b*)

If a lease be made of land to the husband and wife, To have and to hold *to them for twenty-one years, if the husband and wife, or any child between them, shall so long live*; this is a good lease, and shall continue for all their lives, and for the life of the longest liver of them, although the first words be in the copulative. *Brownl. et Gouldesb.* 292. *Shep. Touch.* 106.

If one possessed of land for a term of years, grants the same to another, To have and to hold *to him, his executors and administrators*, or *to him and his assigns*, or *to him*, without any more words; or if a man that is possessed of a term, grants his lease to another, and does not say for

(*a*) Note the distinction between this which is the case of a condition, and a case of a limitation, as if a lease be made to *A.* during the life of *B.* and C. without saying, and during the life of the survivor of them, for here if one of them dies, the estate is not determined, but *A.* shall have the land during the life of the survivor of them; for *A.* in this case has an estate of freehold by way of limitation of an estate during the lives of two men, and by construction of law, during the life of the survivor of them, but in the former case, the lease was conditional, and not determinable by limitation of estate; and the life of a man is collateral to the lease which is but a chattel And the same law is of a collateral determination: as a lease during the time that *C.* and *D.* shall be of the *Inner-Temple*, or shall be dwelling in *Norfolk*, or shall be justices or the like, for in these cases also the failure of one shall determine the estate. 5 *Co.* 9. *a. b.* 13 *Co.* 66. 2 *Brownl. et Goldesb* 292.

(*b*) Lease to *A.* and his assigns, *habendum* to him during his life and the lives of *B.* and *C.* is a good limitation of an estate during *A.*'s life, and the lives of two others, and he has an estate of freehold, to continue during three lives and the survivor of them. 5 *Co.* 13. *a.*

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what time; in theſe caſes the whole term is granted, although no livery of ſeiſin be made. *Ibid.*

And in the firſt caſe, if livery of ſeiſin be made, then it ſeems there paſſes an eſtate for the life of the grantee; and therefore this is a forfeiture of the eſtate of the leſſee for years, whereof he in the reverſion may take advantage preſently. *Ibid.*

And if a leſſee for years of land grants a rent out of the land generally, without any limitation, this ſhall be conſtrued to enure for a grant of the rent ſo long as the eſtate of the grantor continues. *Ibid.*

But if he grants a rent by expreſs words for the life of the grantee, by this the grantee ſhall have it for all the term, if he lives ſo long. *Ibid.*

If one grants lands to *J. S.* To have and to hold *to him for life, reſerving the firſt ſeven years a roſe; and if he will hold the land after the ſeven years, that he ſhall pay a rent in money*, and no livery of ſeiſin is made; by this it ſeems to be a leaſe for ſeven years, and no longer. *Ibid. Co. Litt.* 218.

If one grants a rent of 5*l. per ann.* unto *J. S.* To have and to hold *to him*, &c. *until he ſhall receive* 20*l.* in this caſe he ſhall have a leaſe for four years of this rent. *Shep. Touch.* 106. *Co. Litt.* 42. *Plow.* 273.

If one makes a leaſe for life, and ſays, *that if the leſſee within one year pays not* 20*s. that he ſhall have but a term for two years*; by this, although livery of ſeiſin be made upon it, if he doth not pay the money, the eſtate for life is determined, and he hath only a leaſe for two years. *Shep. Touch.* 107. *Co. Litt* 218.

If one makes a leaſe to *J. S.* To have and to hold *to him, his executors*, &c. *for ten years, if* J. D. *ſhould live ſo long*, and *J. D.* is dead at the time when the leaſe is made: in this caſe *J. S.* hath an abſolute leaſe for ten years. *Shep. Touch.* 107. 9 *Co.* 60, 63.

If one grants lands to *J. S.* To have and to hold *to him, his executors*, &c. *for three years, and ſo from three years to three years during the life of* J. S. or *from three years to three years during the life of the leſſee*; by this *J. S.* has a leaſe for ſix years, and no more. And if one grants lands to *J. S.* to hold *for three years, and after the end of thoſe three years, for three other years, and after the end of thoſe three years, for three other years, during the life of the leſſor*; by this *J. S.* has a leaſe for nine years, and no more. And yet if in theſe and ſuch like caſes where a leaſe is made *from ſo many years to ſo many for the life of any perſon*, and livery of ſeiſin is made upon this deed *ſecundum formam charte*, this perhaps may be an eſtate for life. *Shep. Touch.* 107. *Plowd.* 273. *Co. Litt.* 45. *Dyer* 24.

If lands be granted, To have and to hold *from our* Lady-day, *pro termino unius anni, & ſic de anno in unum annum quamdiu ambabus partibus placuerit*; by this the grantee hath a leaſe for three years only in certain, and afterwards a leaſe at will. (*a*) 14 *H.* 8. 10. 6 *Co.* 35.

And

(*a*) Leaſe for three years and after for three, and ſo from three years to three years: until ten years be expired, is a leaſe but for nine years; for the odd

And if lands be granted, To have and to hold *from the nativity of Christ next, pro termino unius anni, & si in fine dict' unius anni ambæ partes placerent, quod eadem præsens demissio foret renovata, tunc habend' præmissa* to the lessee, &c. *ab & post dictum festum nativitatis domini usque terminum trium annorum extunc prox' sequen';* by this the grantee has a lease in certain but for one year only, and if the parties agree again, a lease for three years. 10 *Co.* 106. *Shep. Touch.* 107.

If one makes a lease to *J. S.* To have and to hold *to him for years*, and say not how many years; by this the lessee hath a lease for two years, and no more. *Ibid.* 6 *Co.* 35. *b.* 36. *a.* 21 *H.* 7. 18.

If one grants his lands to *J. S.* To have and to hold *to him until* J. D. *shall come to twenty-one years of age;* in this case if *J. D.* dies be-

odd year shall not be accounted, because that does not happen to be determined by three years. *Noy* 143.

Lease of a rectory to one for three years, and so from three years to three years, and so from three years to three years during his life, is a good lease for twelve years. 3 *Bulst.* 154. 1 *Roll. Rep.* 287. 1 *Roll. Abr.* 850. *Dyer* 34. *a. b. Plowd.* 273.

Lease for a year, and so for the next year, and so from year to year, as long as lessor and lessee be pleased, is a good lease for two years. *Per Brooke* 14 *H.* 8. 12. *a.*

Lease for ten years, and so after these ten years, for other ten years, is a good lease for twenty years. *Per Brooke* 14 *H.* 8. 11. *b.*

Lease for one year, *et sic de anno in annum quamdiu ambabus partibus placuerit* is a good lease for two years at least. *Cro. Eliz* 775. *Ca. T. Holt.* 417. 1 *Roll.* 151. *Co. Litt* 45. *b.*

But in *Bac. Abr. Tit. Lease* 434. it is said not to have been yet settled, whether a lease of the nature of that last mentioned, be a lease for one year certain only, or for two; there having been no decided unanimous opinion upon it. This however seems a mistake. The first case agitated as to a lease of this kind, is *Polkin's* case 14 *H.* 8. 10. *b. Abr. Brooke Tit. Ten.* by copy of Court Roll 17. wherein the question arose as to the lessor's maintaining an action of waste, which lies not against a tenant at will. The lease was "*pro termino unius anni et sic de uno anno in annum, quamdiu ambabus partibus placuerit.*" And the question arose after the second year, so that as to the two first years no point was made, but by the better opinion it was held a good lease for two years. The case was decided on a matter of form in pleading. The same point as to waste was agitated again in the cases of *Bellasis* and *Burbridge*, *Lutw.* 213. *Stomfil* v. *Hicks. Salk.* 413. *et Ca. T. Holt.* 414. *et Legg* v. *Stradwicke. Salk.* 414. in all of which the opinion was, that such a limitation made a lease for two years certain, and as to the question of waste in the subsequent years, it was held that the action clearly lay; for if the lessee, in such case, hold over after the two years, he is not tenant at will but for a year certain, springing out of the original lease as an executory contract, whereby no term of above two years exists at one and the same time. And the lease may be determined at the end of any one year after the first two years. So that all the cases seem unanimous in admitting that such a lease is binding for two years certain, only, and is, during its continuance after, a lease for years and not at will. *Et vide Sid.* 423. 1 *Mod.* 3. 2 *Keb.* 543. 2 *Danv.* 508. *Pl. C.* 6.

If a copyholder make a lease for one year, warranted by the custom of the manor, *et sic de anno in annum during ten years*, this is clearly a good lease for ten years and a forfeiture. 1 *Bulst.* 190. *Plowd. Com.* 273.

Lease of copyhold lands for one year, with a covenant, that after the end of this year, he shall have the same for another year, and so in this manner *de anno in annum* during the space of ten years; this lease is no forfeiture, for the lessee hath no lawful estate but for one year only. 1 *Bulst.* 190. So note the distinction between an actual lease and a covenant for a lease.

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fore that time the leaſe is ended. *Shep. Touch.* 107. 3 *Co.* 19. 6 *Co.* 35. *b.*

If a man be poſſeſſed of a term of years of land, and grants the land to another and his heirs; this by conſtruction will amount to a good grant of his intereſt. *Shep. Touch.* 107. 7 *H.* 4. 42. *et vide Gilb. Eq. Rep.* 143. *Pre. Ch.* 480.

Tenant at will.

If lands be granted to *J. S.* To have and to hold, &c. *until he ſhall receive* 20*l. out of the profits of it*; in this caſe if livery of ſeiſin be made, the grantee hath an eſtate determinable upon the levying of the money, and if no livery be made, he hath no eſtate at all but at will. *Plowd.* 273.

Limitations of different eſtates to different perſons.

If lands be granted to huſband and wife, and to *J. S.* To have and to hold *to them and to the heirs of the huſband and* J. S. by this the wife has only an eſtate for life in a moiety with her huſband, and the huſband and *J. S.* have the fee ſimple in joint-tenancy to them and their heirs. *Shep. Touch.* 107. *Dyer* 263.

If lands be granted *to two brothers*, or *two ſiſters*, or *to a brother and ſiſter*, or *to a father and ſon*, or any others, To have and to hold *to them and the heirs of their bodies begotten*; by this they have joint eſtates for their lives, ſo that the ſurvivor of them will have the whole for his life and ſeveral inheritances, *i. e.* eſtates in general tail by moieties in common one with another. *Shep. Touch.* 108.

And if lands be granted *to two men and their wives, and the heirs of their bodies begotten*, in this caſe they have joint eſtates for life, and afterwards the one huſband and wife ſhall have the one moiety, and the other the other moiety in common. *Ibid.*

If lands be granted *to a man and two women*, To have and to hold *them and the heirs of their bodies*; by this they have each of them an eſtate-tail common with the other. *Ibid. Litt. ſec.* 27, 28, 29. *Co. ſup. Litt.* 26. *Dyer* 348 *Co.* 1. 100.

If lands be granted *to huſband and wife*, To have and to hold *to them and their heirs of their bodies iſſuing*, or in ſuch like manner; by this the wife has an eſtate-tail as well as the huſband. *Ibid.*

But if granted to them, To have and to hold *to them and the heirs of the body of the huſband*, or *to the huſband and wife, and the heirs of the huſband which he ſhall have by his wife*, or in ſuch like manner; by this the wife has only an eſtate for life, and the whole eſtate-tail is in the huſband. *Ibid.*

So *vice verſa*, if lands be granted *to huſband and wife and the heirs of the wife upon her body begotten by the huſband*; by this he has an eſtate for life only, and his wife the whole eſtate tail. *Ibid.*

And if lands be granted to the huſband, To have and to hold *to him and the heirs of his body of the body of his wife begotten*, or *to* have and to hold *to him and the heirs of his body begotten on the wife he ſhall firſt marry*, or *to* have and to hold *to him and his wife he ſhall firſt marry, and the heirs of their bodies begotten*; in theſe caſes the huſbands have the whole eſtates, and the wives nothing at all. *Ibid.*

But it ſeems to be otherwiſe when the eſtate is limited by way of uſe *to a man and his wife that he ſhall afterwards marry*; for by this it ſeems the wife ſhall take alſo. *Ibid.*

If lands be granted *to* A. *a married man, and to* S. *a married woman, and to the heirs of their bodies engendered*; by this they have each of them

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an ſtate-tail preſently executed, and whilſt the wife of the huſband and the huſband of the wife live, they ſhall hold for their lives; and if they happen to die, and theſe to intermarry and have iſſues, their iſſues ſhall have it according to the intail. (*a*) *Shep. Touch.* 108.

If lands be granted to *A.* and *B.* To have and to hold *to* A. *for life, the remainder to* B. *in fee*; by this *A.* ſhall have the whole for his life, and *B.* the fee-ſimple afterwards. *Ibid. Dyer* 126, 56.

(E) *Where the* Habendum *is repugnant and void, and where not, but ſhall control, divide or expound the Premiſſes.*

AS touching this matter theſe differences are to be taken between *things* that are *granted*, and between the *eſtates*.

When the things that are *granted* are ſuch as lie in grant, and take effect by the delivery of the deed only, without any ceremony, or take effect by the ſame ceremony; and when not, but another ceremony is required to the perfection of the grant and eſtate.

And when there is an *expreſs eſtate* made by the deed in the premiſſes thereof, and when but an *implied eſtate* only; as for example,

If one grants land, rent, common, or any ſuch like thing, to one and *his heirs*, by the premiſſes of the deed, *habendum* to him for life, or *habendum* to him and to his aſſigns, without more words; in this caſe the *habendum* is repugnant and void, and by this the grantee ſhall have an eſtate in fee-ſimple if livery of ſeiſin and attornment, as the caſe requires, be duly made, for otherwiſe no eſtate at all but at will will paſs. 8 *Co.* 56.

So if a man grants a rent, or ſuch like thing that lies in grant, to one and his heirs, to have and to hold to him for years; this is a void *habendum*, and the grantee ſhall have the fee-ſimple.

But if a man grants land to another and his heirs, to have and to hold to him for a certain number of years; in this caſe whether he makes livery of ſeiſin or not, it is a good *habendum*; and by this the grantee ſhall have an eſtate for ſo many years, and no more.

So if one grants land, rent, common, or ſuch like thing, to one in the premiſſes of the deed, without limitation of eſtate, (which in judgment of law is an implied eſtate for life), to have and to hold to him for a certain number of years, or at will; this *habendum* is good, and ſhall ſtand with the premiſſes, and qualify it as the *habendum* is. *Shep. Touch.* 108, 109. *Co Litt* 183. *a.*

And if one grants land by the premiſſes of a deed to one and his heirs of his body, to have and to hold to him and his heirs; this *habendum* ſhall ſtand, and this ſhall be taken to be an eſtate-tail and a fee ſimple expectant. *Shep. Touch.* 109. *Co. Litt.* 21. *a.*

So *vice verſa*, if land be granted to one and his heirs, to have and to hold to him and his heirs of his body; this ſhall be conſtrued an eſtate-tail and a fee-ſimple expectant, and ſo both ſhall ſtand together. (*b*) *Co. Litt.* 21. *a. Cro. Jac.* 476. 2 *Roll. Rep.* 19, 23.

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(*a*) *Et vide Co. Litt.* 13 *ed. fol.* 45. *a. et* notes there, *et Shep. Touch.* 108. laſt *ed. et* notes there.

(*b*) *Sed*

If lands be given to *B.* and his heirs, to have and to hold to *B.* and his heirs, and if he dies without heirs of his body, it ſhall revert to the donor; it ſeems this is a fee-tail only, and no fee-ſimple expectant. *Voluntas donatoris in charta doni ſui manifeſte expreſſa obſervanda eſt. Shep. Touch.* 109. *Co. Litt.* 21. *a.*

If a leaſe for years be made of land, and then the leſſor by the premiſſes of the deed grants the land to another, to have and to hold the reverſion of the land to him, &c. for life; this *habendum* ſhall ſtand. *Shep. Touch.* 109. 10 *Co.* 107, 108.

So if by the premiſſes of the deed the reverſion be granted, to have and to hold the land itſelf; this is good, and both ſhall ſtand together; but nothing is granted in either caſe but the reverſion. *Ibid.*

If the next advowſon of a church be granted to three, to have and to hold to them and either of them jointly and ſeverally; this is joint, and the *habendum* is void. (*a*) *Shep. Touch.* 109. *Dyer* 304. 5 *Co.* 19.

And yet if one grants land to two by the premiſſes of the deed, to have and to hold to one of them for life, the remainder to the other for life; this is not repugnant, but ſhall ſtand together and make the eſtates ſeveral and in remainder one after another. *Shep. Touch.* 109. 2 *Co.* 55. *b.* *Co. Litt.* 183. *b.*

So if a leaſe be made to two, to have and to hold the one moiety to one, and the other moiety to the other; by this they have ſeveral eſtates as tenants in common. *Expreſſum facit ſemper ceſſare tacitum. Shep. Touch.* 109. *Co. Litt.* 183. *Perk.* § 175.

If a man has a leaſe for years of land, and he reciting this by the premiſſes of the deed, grants all his eſtate in the land, to have and to hold the land, or the term after his death, or for part of the time only; in this caſe the *habendum* is void, and the whole eſtate paſſes immediately by the premiſſes *Shep. Touch.* 109. *Dyer* 272. *Plowd.* 153, 520. *Cro. Eliz.* 255. *Salk.* 346. *Skin.* 528.

If a tenant for life ſurrenders a moiety of his land, and the leſſor grants it all to a ſtranger, to have and to hold the one moiety for life, and the other moiety for forty years after the death of the tenant for life; this *habendum* ſhall ſtand and enure according to the grant. *Shep. Touch.* 110. *Dyer* 256.

If a man ſeiſed of land in fee makes a leaſe for life of it to one, and after grants the reverſion of it to another, to have and to hold the reverſion and the tenements aforeſaid, *cum poſt mortem, forisfact'*, &c. *vacare acciderit*; in this caſe the *habendum* and premiſſes may ſtand together. *Paſ.* 7 *Jac. C. B. Shep. Touch.* 114.

Parol agreements and conveyances have the ſame conſtruction for the moſt part made upon them, as are made upon deeds in writing.

(*b*) *Sed vide* 8 *Co.* 54. *b. Moore* 26. where ſaid that theſe words qualify the word *heirs* in the premiſſes, and give only an eſtate-tail without a fee expectant.

(*a*) The reaſon is, that an intereſt cannot be granted jointly and ſeverally, but a grant of the next avoidance to two *et cuilibet eorum* to preſent *A.* to the ſaid church is good; for the contention is avoided by reſtraining both to preſent *A. Jenk. Cent.* 263, 264.

And

And therefore if a man by word of mouth, without any writing, grants all his lands in the *Dale* to *J. S.* to have and to hold to him for life, but doth not say for whose life; this shall have the same construction as such a grant made in writing has. *Shep. Touch.* 110. (*a*)

As the office of the *habendum* is to limit the estate, so the general implication of the estate, which passes by construction of law by the premisses, is always controlled and qualified by the *habendum*. 2 *Co.* 55. *a. b.* 2 *Roll. Abr.* 65, 66. 14 *Vin.* 151.

And although the *habendum* is void, and so in effect no *habendum*, yet no estate of freehold shall pass by implication of law against the express limitation of the party. 2 *Co.* 55. *a. b.* *Hob.* 171. *Cro. Eliz.* 254.

An *habendum* contrary to the premisses is repugnant and void; as if a man in the premisses give land to one and his heirs, *habendum* for life, the *habendum* is void. 2 *Co.* 23 *b.*

When no estate is expressed in the premisses, but only an implied estate for life, and by the *habendum* an express estate is limited, this confounds the implied estate for life; and if this is void and repugnant, all is void; but if there be an express limitation in the premisses, and the *habendum* is repugnant, the *habendum* is void, and the premisses is good. *Cro Eliz.* 254, 255. *pl.* 27. 2 *Co.* 55. *a.*

But had it been where a ceremony is requisite to the perfection of the estate limited in the premisses, and nothing is requisite to the estate limited by the *habendum* but only the delivery of the deed; in such case, though the *habendum* be of less estate than is mentioned in the premisses, the *habendum* shall stand. 2 *Rep* 24. *a.*

Where a prebendary demises to *T. S.* and his heirs, *habendum* to him and his heirs for three lives; this is an explanation of the premisses, that the lessee and his heirs shall have such an estate as is mentioned in the premisses: which is but for three lives, as in the *habendum*. *T. Jones* 4. *Keb.* 865.

If one thing be granted in the premisses, *habendum una cum* another, which is no part of, nor belonging to it; that mentioned in the *habendum* will not pass. *Hob.* 161. *Vide Moore* case 1236.

And if the *habendum* is not pursuant to the premisses, it is void; as a grant of a manor, *habendum* a rent, parcel of the manor. (*a*) *Plow.* 151. 152. *a.*

SECT.

(*a*) *Sed* see Stat. 29 *Car.* 2, 3. 2 *Black. Com.* 297.

(*b*) The learning in the body of the work concerning an *habendum*, seems capable of being rendered much more simple, and consequently more readily applicable to general use; by considering it, exclusive of its particular reference to an *habendum*, in the relation which it bears to a deed or instrument viewed as one entire conveyance. For no question can arise upon the operation of an *habendum* on the premisses of a deed, where the premisses and the *habendum* are confined to their proper offices, namely, the former to the description of the parties, the grant and the certainty of the thing granted; and the latter to name again the grantee, and to limit the certainty of the estate in that thing. Then when the premisses is informal by interfering with the limitation of the estate, which is the proper business of the *habendum*, the deed is informal likewise, and the *habendum* can no longer be considered abstractedly, as a separate and distinct part of an instrument appropriated

SECT. IV.

Of the Tenendum.

(A) Tenendum, *what.*

THE *tenendum* is a clauſe in a deed wherein the tenure of the land is created and limited.

A tenure is created, either by act of the party or act of law.

And

propriated to a particular and excluſive purpoſe, but muſt be viewed merely as part of the entire context of the inſtrument, from the whole of which, the intention of the maker of it is to be diſcovered; conſequently the expreſſion that an *habendum* may enlarge or abridge, explain or avoid the premiſſes, tend to confuſe the idea of the reader, by raiſing in the mind a notion that the *habendum* of a deed, *qua* an *habendum*, has certain properties and qualities belonging to it excluſively, with relation to the premiſſes; whereas we ſhall find upon an accurate inveſtigation, that this effect is not peculiar to an *habendum*, but proceeds merely upon the foundation of rules of conſtruction, adopted with a view to give to the language of every inſtrument, conſidered collectively, a force or import that ſhall be adequate to the intent of the maker of it, as extracted from the face of the whole deed; in which light all queſtions upon the effect of an *habendum*, ſo circumſtanced, will be reſolved into mere queſtions on the intent of the parties diſcourſing therein, as it is to be extracted from the evidence the inſtrument affords in a technical view of it. Thus the firſt principle of conſtruction is, "*that where a deed firſt ſpeaks in general words, and afterwards in ſpecial words, and the latter accord with the former, this deed ſhall operate according to the ſpecial words, whether they enlarge or reſtrain the general words that precede.*" Thus where one gives an acre of land to another, "*habendum* to him and his heirs," the general words *prima facie* convey a freehold for life, but the ſpecial words enlarge their operation, and convey a fee which is not repugnant to the former words, but includes them and more. So if a man grants rent to another without more ſaying, this alſo *prima facie* conveys a freehold; but if he go farther and ſay, "to hold to the grantee for the term of ten years," this ſhall reſtrain the implied conſtruction that the law makes, and the deed ſhall be conſtrued as it ſpeaks in the ſpecial words, *viz.* for the term of ten years. Again, if a man grant rent in his manor of *A.* "to take it in one acre of meadow in the ſame manor;" no more ſhall be charged than the ſingle acre. So if a conveyance be to one and his heirs "*habendum* for the lives of *A B.* and *C.*" this gives no fee-ſimple but only a deſcendible freehold, and operates the ſame as if all the words had been in the premiſſes; for when the limitation, in the firſt part of the deed, is to one and his heirs, it is doubtful whether the donor intends, by theſe general words, a fee-ſimple or deſcendible freehold, which doubt is ſettled by the ſpecial words in the ſubſequent part of the deed; and the law had been the ſame if the *habendum* had been "for the life of *A.* only." 9 *Co.* 47. *b. Plowd.* 196. *T. Jones* 4. *Pogh.* 13. *Perk.* § 167.

But if the firſt and laſt words of a deed be equally clear and explicit, the former ſhall not be controuled by the latter, but both ſhall ſtand, it being a rule "*that every deed ſhall be conſtrued according to the intent of the maker of it, ſo that all the parts may be effectual, if they can ſtand together conſiſtently with the rules of law.*" As if a man gives lands to one and his heirs, "*habendum* to him and the heirs of his body," by the better opinion, though doubtful, the grantee ſhall take an eſtate in tail with a fee-ſimple expectant thereupon. For the limitations being different in themſelves, contained in diſtinct ſentences, and capable of taking effect together, the latter limitation ſhall not controul that precedent, but they ſhall operate in like manner as

And ſervices are either of profit and no fidelity, or of fidelity and no profit.

Some

as where one makes two ſeveral deeds to one and the ſame perſon, one importing an eſtate, and the other an eſtate tail, and livery is made on both; in which caſe both will take effect, and thereby an eſtate-tail and alſo an eſtate in fee paſs; for the law will make an order of words where there is no order put by the parties, and accordingly make ſuch conſtruction as that the fee-tail ſhall precede, and the fee-ſimple be expectant. So if a man give land in the premiſſes, to one and the heirs of his body, *habendum* to him and his heirs, he has an eſtate-tail and a fee-ſimple expectant; becauſe it is a rule that "*generalis clauſula non porrigitur ad ea quæ antea ſpecialiter ſunt comprehenſa*;' and therefore when a deed contains at firſt ſpecial words, and afterwards concludes in general words, equally explicit, both words, as well general as ſpecial, ſhall ſtand. But this rule admits of an exception, where the whole is but one ſentence, for there the general import of all the words ſhall be taken collectively; becauſe though they cannot be ſpoken or written at once, yet the mind of the ſpeaker comprehends them at once, which mind is the life and ſoul of every ſentence. As if a deed be made to one and his heirs, *viz.* to him and the heirs of his body; here the donee ſhall have but an eſtate-tail; becauſe the *videlicet* being in the ſame ſentence, controuls and diminiſhes the precedent limitation. Again, if one give to *R.* his ſon, all his land, &c. to hold freely and quietly of him and his heirs, if he has heirs of his body, and if he has no heirs of his body, that the ſaid land ſhall return to him and his (the donor's) heirs, &c. this is an eſtate-tail, for in ſuch caſes the whole is but the limitation of the eſtate; in like manner as where tenant for life aliens in fee to *B. habendum ſibi et hæredibus ſuis* for the term of the life of the tenant for life. And, even where the limitation is in diſtinct ſentences, the whole will be conſidered as one entire limitation, where the intent that it ſhould be ſo is clear. As if tenements be given to *B.* to him and his heirs, to have and to hold to *B.* and his heirs for ever, if *B.* has iſſue of his body engendered, and if he die without heirs of his body *that the land ſhall return to the donor*, and his heirs; here *B.* has but an eſtate-tail. Upon the ſame principle it is held, that if, by the firſt part of a deed, no certain nor expreſs eſtate be given, nor other eſtate than that which otherwiſe the law infers from the words uſed, (*i. e.* if the premiſſes be in general words,) thoſe words may be utterly fruſtrated by the latter part of the deed, if from that it appears clearly, that the grantees were intended to take otherwiſe, than in the manner which the law implies from the general words uſed in the premiſſes, ex *gratia* by the *habendum*. Thus if *W.* make a feoffment of lands, *habendum* to the feoffee and his heirs after the death of the feoffor, the feoffment will be void. So a demiſe of tenements to *H.* to hold to him and *I.* and to *K.* and *L.* ſons of *H. pro termino vitæ eorum, et alterius eorum ſucceſſive diutius viventium* will be void, becauſe none can take by the deed immediately but *H.* for he only is party to the deed, and the reſt are not named but in the *habendum*; therefore they cannot take but by way of remainder, which cannot be joint, becauſe of the words *ſucceſſive*, &c. and in ſucceſſion they cannot take for the incertainty who ſhall begin and who ſhall follow. But a leaſe to the mother and ſon, *habendum eis pro termino vitæ eorum, et alterius eorum: diutius vivent' ſucceſſive uni eorum poſt alterum ſicut nominantur in charta et non conjunctim*, is not void for incertainty who ſhall take firſt, becauſe they are limited to take one after another as they are named in the deed.

Upon the ſame principle, *viz. that the whole of the deed ought to be conſidered collectively*, it is held, that if one demiſe to another, and his wife, and a third perſon, to have and to hold to the huſband for 80 years, if he ſo long live, and if he die within the term, the remainder of the ſaid 80 years to the wife and the third perſon if they live ſo long; the limitation by the *habendum* is good, and all the intereſt in the term is in the huſband, and nothing in the others until after his death. And ſo if a man enfeoff two, to hold to one for term of his life, the remainder to the other in fee, this limitation is good and agreeable to the premiſſes. So if lands be let to three *habendum* to one for life, the remainder to the other for life, remainder to the third for life; they are not jointenants, but ſhall take in ſucceſſion; for the ſpecial limitation in the latter part of the deed explains the deſign of the

Some of them are alſo for the private profit of the lord
And ſome of them were for the public defence of the realm.

A tenure

general limitation in the former part, and ſhews that the grantees were intended to take the whole in ſucceſſion. So if a feoffment be in twenty acres to *A.* and *B. habendum*, one moiety to *A.* and the other moiety to *B.*; this is good, for though the firſt part of the deed makes them jointenants, and the latter tenants in common, yet the latter is not inconſiſtent with the former; becauſe it makes no diviſion of the undivided poſſeſſion which was given at firſt: And the ſubſtance of the premiſſes takes place, for both of them have the whole in uſe in common, as they ſhould have had it by the premiſſes jointly, which is but an alteration in quality or accident. But if a leaſe be made to three of three acres of land, to hold the one acre to the one for twenty years, and the other acre to the other for forty years, and the third acre to the third for ſixty years; this limitation is void, becauſe one cannot divide the eſtates which are joint in the beginning of the deed, and make them ſeveral in the latter end of it. So if it were a grant of twenty acres to two *habendum* ten to one, and ten to the other, it would be void; for the latter limitation contradicts and is repugnant to the former, becauſe by the firſt part of the deed the intire and undivided poſſeſſion of the twenty acres is given equally to both, and by the latter part each is excluded reciprocally out of ten acres, and made to take ſeverally, which is contradictory, and ſo void. Yet if a manor were granted to two in the premiſſes, *habendum* one moiety to the one, and the other moiety to the other, it would be good; becauſe theſe words cannot make a tenancy in common, it being the nature of that eſtate for the tenants to be ſeiſed *pro indiviſo*, which is ſo far from implying a tenancy in common, that it directly excludes it. 13 *H.* 7. 24. 2 *Roll. Rep.* 22. *Godb.* 272. *Popb.* 138. 40 *E.* 3. *Co. Litt.* 21. a. 21 *H.* 6, 7. 1 *Cro.* 476. *Perk.* § 168. 8 *Co.* 154. *b. Plowd.* 539. *Skin.* 543. 35 *Aſſ.* p. 14. 37 *E.* 3, 15. *Bro. Forfeit.* 87. *Plowd.* 155. *Moore* 43, 44. *L. Raym.* 423, 628. 1 *P. Will.* 19. *Salk.* 391. *Dyer* 160. *Roll. Abr.* 68. *pl.* 24. *Skinner* 544. *Cro. Eliz*, 254. *Heb.* 170, 171. *Bulſt.* 135. *Dyer* 361. 2 *Roll. Abr.* 66. *Moore* 881. 2 *Blackſt. Com.* 298.

If a grant be compleat in the firſt part of the deed, it will not be fruſtrated by the addition of words that are vain and nugatory; for in ſuch caſe the latter words are not neceſſary and *utile per inutile non vitiatur*. Therefore where one having leaſed his lands to three for three lives, granted the reverſion *habendum* to the grantee for his life, *which ſaid term to begin after the death of the three firſt leſſees*, and livery was made thereon immediately, it was objected that the leaſe was not good, becauſe the words, "which ſaid term, &c." appointed that nothing ſhould begin till after the death, &c. But it was adjudged a good leaſe, the eſtate being fully limited before theſe words, which were therefore vain and idle. So where a leſſee for years granted *M.* his eſtate, *habendum* after his death, this it was held would paſs the term immediately, for the premiſſes were ſufficient to paſs the eſtate, and the *Labendum* was rejected as repugnant and uſeleſs; becauſe the grantee might over-live the term, and then the *habendum* would totally defeat the grant, which was in itſelf ſufficiently certain; but if tenant for years grant the land to another, his executors, adminiſtrators and aſſigns, from and after the death of the grantor, there, it being all but one ſentence, the grant is void. But if the *habendum* cannot ſtand with the premiſſes, but is repugnant thereto, and to the matter of the thing that is given thereby, then the *Labendum* ſhall be of no effect, and all the eſtates ſhall take effect out of the premiſſes. As if one enfeoff another by deed, and in the premiſſes of the deed give the land to the feoffee and his heirs, *habendum* unto the feoffee and his heirs, for the term of his own life, or for years, this *habendum* is void, and the deed ſhall take effect on the premiſſes, notwithſtanding that livery of ſeiſin be made on the whole deed: becauſe by the premiſſes the feoffor hath given land to the feoffee and his heirs, who thereby has an eſtate in fee, and by the *habendum* he has excluded the feoffee, which being repugnant to the former part of the deed which is perfect in itſelf, is therefore void; but it would be otherwiſe were it for the life of another, for then the *Labendum* might take effect as a deſcendible freehold, which the heir of the feoffee would be intitled to as a ſpecial occupant: The principle of which former deciſion is, that where

there

A tenure may be reſerved upon a gift in tail, or feoffment of corporate things, into which an entry may be made.

But upon incorporate things, as courts, rents, ways, piſcaries and the like, no tenure may be reſerved; nor may it be of things of no profit to the donor, feoffor or common wealth, nor may it be done to a ſtranger.

Nor may the tenant hold by two tenures.

There is no land that is not held by ſome ſervice, ſpiritual or temporal.

there are two clauſes in an inſtrument, the latter of which is repugnant to the former; the latter is void, for where there are contrarieties in the ſeveral parts of a deed or fine, if they be not reconcileable, the firſt part ſhall ſtand. As if a man make a feoffment to *B.* with warranty, proviſo that the warranty ſhall be void, this is a void proviſo. And every grant ſhall be taken ſtrongeſt againſt the grantor, and therefore he ſhall not be allowed by any ſubſequent part of a deed to contradict or retract the gift made expreſsly in the preceding part thereof. Therefore if a man grant to another an annual rent of 20s. payable yearly at the feaſt of the Annunciation of our Lady and St. *Michael*, *habendum* for a day, this is a void *habendum*; becauſe the premiſſes of the deed grant an annual rent, and payable at two days, and by the *habendum* it ſhall not be annual, nor payable at any day, which is repugnant, becauſe expreſsly contrary to what goes before, in like manner as if a man make a leaſe of two acres excepting one, or reſerving all the profits, this exception or reſervation ſhall be void. *Dyer* 272. *W. Jones* 205. *Salk.* 346. *Show. Ca. Parl.* 199. *Perk.* 162. *Dalis* 5. *pl.* 10. 12 *Mod.* 11. 2 *Co.* 23. *Plowd.* 153. *Skinner* 544. 13 *H.* 7. 24. *Davis* 46. 2 *Roll. Abr.* 66 *pl.* 11, 12. *Jenk. Cent.* 96. *Ca.* 86. *Hard.* 94. *Fitz. Feofm. et. Faits.* 24. 4 *H.* 6. 22.

Upon the whole, it is clear that the operation of an *habendum*, predicamented as in the caſes herein before alluded to, does not turn upon its being an *habendum*, but upon its effect, as making a part of the inſtrument, independent of its peculiar office of limiting the eſtate; for in the caſe of a feoffment made to one, *habendum* after the death of the feoffor to the feoffee in tail, &c. with livery made thereon *ſecundum formam chartæ*, the words in the premiſſes are clearly ſufficient to conſtitute by implication an eſtate for life, but yet the intent being explained by the *habendum* to have been to give a fee, that intent, though incapable of being actually carried into effect, ſhall nevertheleſs defeat the implication on the premiſſes, and the whole ſhall be void; becauſe it appears to be clearly the intent of the feoffor, that no eſtate ſhall paſs but *in futuro*, *viz.* after his death; and then though that cannot take effect conſiſtently with the rules of law, yet it ſhall operate to prevent an implication of any other intent, and ſo render the whole inſtrument void; for this being the clear purport of the deed, when taken collectively, nothing ſhall paſs in any other manner; for nothing ſhall paſs by the premiſſes, but according to the grantor's intent, and he clearly intended not to paſs the freehold immediately. So where *B.* poſſeſſed for years of lands, granted his intereſt and term therein, by deed, to *H.* to have and to hold to *B.* and his wife for their lives, and after their deceaſe to *H.* till ſhe was married, and ſhould have iſſue of her body lawfully engendered, and after the marriage of the ſaid *H.* and of iſſue of her body engendered, then to hold to the ſaid *H.* her executors, adminiſtrators and aſſigns, during the reſidue of the ſaid term; provided that if *H.* died before ſhe married, and had iſſue of her body lawfully begotten, then the ſaid aſſignment to be void, and then *B.* granted it over, &c. and *H.* after the death of *B.* and his wife, married and died without iſſue. It was held that, although the *habendum* was utterly void, becauſe when in the premiſſes all the term was granted and aſſigned to *H.* the *habendum* to the grantor and his wife for their lives was utterly void, yet, the condition that if ſhe died before ſhe was married and had iſſue, &c. was broken: becauſe, though the *habendum* was void in point of grant, yet it expreſſed the intent of the party, that, if *H.* died without iſſue of her body, then another ſhould have the term, and this ſerved well to ſhew the intent, that *H.* ſhould not have it if ſhe died without iſſue; and it was reſolved that the term ſhould go to the repreſentative of *B.* *Cro. Eliz.* 254. *W. Jones* 205. *Cro. Car.* 151.

But

But now by *ſtat.* 12 *Car.* 2. *c.* 24. all tenures are turned into free and common ſocage, and all tenures by knight-ſervice *in capite*, and ſocage *in capite*, and the fruits and conſequences thereof are taken away.

And all tenures to be created by the king, ſhall be in free ſocage only, and not *in capite*, ſaving rents, heriots and ſuits of court, and ſervices incident to common ſocage, &c. and ſaving tenures in *frankalmoigne*, by copy and grand ſerjeantry, other than incident to knight-ſervice.

No man can hold one and the ſame land immediately of two ſeveral lords. *Co. Litt.* 152. *b.*

One man cannot of the ſame be lord and tenant. *Ibid.*

If a tenant in fee conveys the land to another, he ſhall hold the land as the feoffor held it from the lord.

And if he makes a feoffment of part of his land, he muſt hold that part of the lord as the other held, if it be to be divided.

But if they be not to be divided, as a horſe, and the like, the lord ſhall have the whole, as a horſe of every tenant.

Where the law makes a tenure and reſervation, there the heirs of the feoffor, donor or leſſor, ſhall have the ſervices, as well as the feoffor, donor or leſſor himſelf, unleſs by the expreſs words of the feoffor, &c. if in the deed it be otherwiſe limited. *Perk.* § 697.

(B) *The Office of the* Tenendum.

THE office of a *tenendum* in a deed, is to limit and appoint the tenure of the land by which it is held, and how, and of whom, it is to be held

Before the ſtatute called *quia emptores terrarum*, (18 *E.* 1.) the *tenendum* was uſually from the feoffor and his heirs, and not of the chief lord of the fee, whereby lords loſt their eſcheats, forfeitures, &c.

But ſince this ſaid ſtatute the *tenendum*, where the *fee ſimple paſſes*, muſt be of the chief lord of the fee, by the cuſtoms and ſervices, by which the feoffor held.

Yet this ſtatute does not extend to a gift in tail; for the donee ſhall hold of the donor. (*a*) *Co. Litt.* 6. *a.* 2 *Inſt.* 66, 67, 500, 501, 502, 503.

(C) *Where the* Tenendum *is placed, and by what Words it is expreſſed.*

THE *tenendum* moſt commonly and properly ſucceeds the *habendum*, and was uſually in theſe words, *tenendum per ſervitium*, &c.

(*a*) That is where the reverſion remains in the donor. But by the ſtatute of *quia emptores terrarum*, tenants for life or in tail were not excluded by force of the words (*in feodo ſimplici*) out of this ſtatute; for where the whole fee-ſimple paſſes out of the feoffor, there this act extends to eſtates for life and in tail. As if an eſtate for life or in tail be made of land, the remainder over in fee, here the tenant for life or in tail, ſhall hold *de capitali dominio* by force of this ſtatute.

But

But ſince the ſtatute of *quia emptores terrarum*, when the fee-ſimple doth paſs the tenure is always of the chief lord, and is thus ſet forth, *tenendum de capitalibus dominis*, &c. But this clauſe at this day is for the moſt part left out of the deeds, and altogether omitted. *Shep. Touch.* 77. *et vid.* 2 *Blackſt. Comm.* 298, 299.

The *tenendum* ſeems now to be incorporated with the *habendum*, for we ſay, *To have and to hold*, in which clauſe the eſtate is limited, &c. *Vide the laſt ſection.*

SECT. V.

Of the Reddendum *and Clauſes of Diſtreſs*, Nomine pœnæ, *and Re-entry.*

(A) Reddendum, *what, and how it differs from an Exception.*

THE *reddendum* is a clauſe in a deed, whereby the feoffor, donor, leſſor, grantor, &c. reſerves ſome new thing to himſelf out of that which he granted before; as rent, ſuit, ſervice, &c. *Shep. Touch.* 77.

The *reddendum* differs from an exception, which is ever of part of the thing granted, and of a thing *in eſſe* at the time; but this is a thing newly created or reſerved out of a thing demiſed that was not *in eſſe* before; ſo that this always reſerves that which was not before, abridges the tenure of that which was before. *Ibid. Co. Litt.* 47. *a.* 142, 143.

(B) *Where the* Reddendum *is neceſſary or not.*

AN eſtate in fee, for life or years, may be good without any reſervation of rent, except it be in caſe of leaſes made by tenants in tail of their intailed land, huſbands of their wives land, and churchmen of their church land. *Shep. Prec.* 98, 99.

(C) *Of what the* Reddendum *muſt be.*

THE *reddendum* or reſervation muſt be of another thing than what is granted, of a rent or profit iſſuing out of the thing granted, and not any part of the thing itſelf granted; nor can it be out of any other thing than the thing granted, or ſome part thereof at leaſt. *Shep. Prec.* 79. *Shep. Touch.* 78. *Co. Litt.* 142. *a. Bro. Abr. Reſervation*, 46. *Dr. & Stud. Dial.* 2. *c.* 22.

Antiently the reſervations were for the moſt part in victuals, as corn, fish, &c. but about the reign of *H.* 1. the reſervation of victuals was changed into money. *Wood, B.* 2. *c.* 3. *fol.* 226.

If a man grants land, yielding and paying *money*, or ſome ſuch thing yearly, this is a good reſervation; but if the grantee covenants to pay ſuch

ſuch a ſum of money, or to do ſuch a thing yearly, this is no good reſervation, but a covenant to pay a ſum of money in groſs, and not as a rent. *Plow.* 132.

If two tenants in common make a leaſe of their land, rendering 20*s.* rent, this ſhall be but one 20*s.* and not two 20*s.*

So if the leaſe be, rendering a horſe or a hawk; by this they ſhall have but one horſe and one hawk, and not two horſes or two hawks, as it ſhall be in caſes where they do join in the grant of ſuch things out of their land. *Plow.* 171. *a.* 140. 161. *Co. Litt.* 196. *b.* 167. *a.* 267. *b.* 10 *Co.* 106. *b.* 5 *Co.* 7. *b.*

If one makes a gift in tail of two acres of land, the one at the common law and the other in *Borough Engliſh*, rendering an ox to him and his heirs; and the donee having two ſons dies, and the eldeſt ſon inherits the one acre, and the youngeſt ſon inherits the other; in this caſe the donor and his heirs ſhall have but one ox, &c. 10 *Co.* 106.

If one grants land yielding for rent *money*, *corn*, *a horſe*, *ſpurs*, a *roſe*, or any ſuch thing; this is a good reſervation; but if the reſervation be of the *graſs*, or of the *veſture* of the land or of a *common*, or other *profit* to be taken out of the land, theſe reſervations are void. *Co. Litt.* 142.

(D) *Out of what a* Reddendum *muſt be.*

THE *reddendum* or reſervation muſt be out of lands, houſes, or ſome ſuch corporeal thing, and cannot be made upon fairs, tithes, or any ſuch incorporeal thing, (*a*) nor can one rent be reſerved out of another. (*b*) *Shep. Prec.* 99.

If a leaſe be made of an incorporeal inheritance, reſerving a rent, it may be good by way of contract to have an action of debt for it, as a ſum in groſs, though not as rent: But ſuch rent ſhall not paſs with the grant of the reverſion, for that it is no rent incident to it. *Co. Litt.* 47. *a.* 142. *a.* *Cro. Jac.* 112. *pl.* 10. *T. Raym.* 194. *Hard.* 88.

(E) *To whom a* Reddendum *may be made.*

THE *reddendum* muſt be made to him who makes the deed; and if there be two or more grantors, then to them all, or to one of them at leaſt; for it cannot be made to one who is a ſtranger to the deed. *Shep. Prec.* 99. *Shep. Touch.* 78. *Co. Litt.* 47. *a.*

If a leaſe be made for years, rendering a rent to the leſſor or his heirs in the diſjunctive, (*c*) or rendering a rent to the leſſor, without ſaying, *and his heirs*, &c. (*d*) or rendering a rent *during the ſaid term*, and does

(*a*) *Sed vid. ſupra. a. fol. note.*

(*b*) Note, This poſition is laid down in too broad terms, and muſt be taken as confined to the act of the party, for by act of law one rent or ſervice may iſſue out of another. *Co. Litt.* 142. *a.*

(*c*) *Vid. contra*, 1 *Inſt.* 214. *a.* 5 *Co.* 112.

(*d*) Good to carry the rent to the leſſor, but not to his heirs. *Hard.* 95. *Fitzh. Aſſ.* 86.

not

not ſay to whom; or rendering 10*l.* to the leſſor, and 5*l.* to his heirs; all theſe reſervations are good. *Shep. Touch.* 78.

But if a leaſe be made, rendering rent to the heirs of the leſſor: this reſervation is void, becauſe the rent is not reſerved to him firſt. (*a*) *Shep. Touch.* 78.

And if the reverſion be, rendering ſo much rent during the ſaid term, and doth not ſay to whom; in this caſe it ſhall be conſtrued to be to him that hath the reverſion, and accordingly it ſhall continue during the term. 8 *Co.* 71.

But if *A.* be ſeiſed of land in fee, and make a leaſe for years of , rendering rent to *A.* (without ſaying to his heirs, &c.) during e ſaid term, this rent ſhall continue only during the life of *A.* and no ger.

If two jointenants join in the grant of their land by deed indented, d the rent is reſerved to one of them; this is a good reſervation, and ll go to him alone.

But if jointenants by deed-poll, or by word, make a leaſe for life, reving a rent to one of them, this ſhall go to them both. (*b*)

And if a man poſſeſſed of a term join his wife with him, and they h aſſign over their term by indenture, rendering a rent to them two d the ſurvivor of them, and ſhe does not ſeal the deed; in this caſe the ſervation as to the wife is void. *Shep. Touch.* 79.

And if the reſervation be of the rent to a ſtranger that is no party to deed, and to him only, this reſervation is void. *Ibid*

So if one of them be tenant for life, and the other in fee, and they in a leaſe for life or gift in tail, reſerving a rent, the rent ſhall enure them both. *Co. Litt.* 214.

But if tenant for life and he in reverſion join in a leaſe for life or gift tail by deed, reſerving a rent, the rent ſhall enure to the tenant for oply during his life, and after to him in reverſion. *Ibid.*

(F) *How and by what Deed a* Reddendum *muſt be made.*

Reſervation may be by fine as well as by deed; or it may be in caſe where the leſſor has a reverſion of the land, or upon a partiin to make an equality without any deed at all. *Shep. Touch.* 75. *Co.* 70. *a.*

But if it be upon an exchange to make an equality, it is not good ext it be by deed. *Ibid. Co. Litt.* 225. 8 *H.* 7. 9. *Bro. Fine* 36. *ſervation* 4.

A rent may be reſerved upon an indenture of bargain and ſale inrolled according to the ſtatute of lands in fee; for though an uſe had only

(*a*) This caſe is miſtaken; for ſuch a leaſe would be valid, and the rent ould deſcend from the father to the ſon. And though the rent lie not in e father to demand it, becauſe it is not due during his life, yet it is ſo his, t he may releaſe and diſcharge it by the word rent, though not by the ord action. *Hob.* 130. But if a man make a feoffment in fee, reſerving t to him or his heirs, it is good to him for term of his life, and void to heir. *Co. Litt.* 214. *a.*

(*b*) Indenture of demiſe from two jointenants, reſerving 20*l.* rent to them th, one only ſealed and delivered the deed, and he brought debt for the t, and declared on a demiſe of the moiety, and a reſervation of 10*l.* rent him; and held good. 1 *Vent.* 162.

paſſed

paſſed at the common law, yet now by the ſtatute of uſes, the uſe and poſſeſſion paſs together. *Co. Litt.* 114. *Cro. Eliz.* 595. *pl.* 39. 1 *Roll.* 448. 19 *Vin.* 110.

(G) *Where the* Reddendum *is placed in the Deed, and by what Words it is expreſſed.*

THE *reddendum* moſt commonly and properly ſucceeds the *tenendum* or limitation of eſtates; but it is as good in law if it be placed in any other part of the deed.

A *reddendum* muſt be by apt words, in this or the like form:

Yielding and Paying therefore yearly (if it be a fee-ſimple, ſay) *for ever hereafter*, (if an eſtate tail. ſay) *during the ſaid eſtate hereby granted and made, to the ſaid* C. D. (if he has the fee-ſimple) *and his heirs and aſſigns* (or if he has but a leaſe for years) *his executors, adminiſtrators and aſſigns, the yearly rent of* ——*l. of lawful money of* Great Britain, *at and upon the* —— *day of* ——— *and the* —— *day of* ——— *by even and equal portions.* The firſt payment thereof to begin and be made, &c.

The *reddendum* may be made by other words, as *reſerving, rendring, paying*, or others of the like ſignification; but the words of the above example are moſt commonly uſed.

By apt words, an apt rent out of manors, and ſuch like memorable things, or divers rents may be reſerved upon one grant; as if one grants the manors of *A. B.* and *C.* rendering for *A.* 20*s.* *B.* 20*s.* and *C.* 20*s.* theſe are good rents, and ſeveral. *Shep. Touch.* 78. 5 *Co.* 55. *b.*

So if one grants the manors of *A. B.* and *C.* rendering 3*l. viz.* for *A.* 20*s.* for *B.* 20*s.* and for *C.* 20*s.* this is a good reſervation, but in this caſe the rent is intire. *Ibid.*

Alſo one may reſerve one rent one year and another rent another year, as 10*s.* one year, and 20*s.* another year; or one may reſerve a rent to be paid every ſecond or third year, and no rent the other years; or one may reſerve one kind of rent one year and another kind of rent another year; and theſe reſervations are good. *Dyer* 308. 5 *Co.* 55. *Co. Litt.* 47, 164, 213.

If the reſervation be thus, Yielding and paying 20*s.* during the ſaid term, omitting the word (yearly), this ſhall be taken to be not once only, but yearly during the term; and accordingly it muſt be paid. *Shep. Touch.* 78.

And if a leaſe be made for years, rendering in every middle of the year *quolibet medio anni* 20*l.* this ſhall be paid during the term. 27 *H.* 8. 19.

(H) *How the Reſervation ſhall be conſtrued.*

THIS is always taken in advantage of the feoffee, grantee, leſſee, &c. and againſt the feoffor, grantor, leſſor, &c. and yet ſo as the rent be paid during the time. *Shep. Touch.* 110.

If the reſervation be only to the feoffor, grantor, &c. and the deed do not ſay alſo, *to his heirs, executors*, &c. this reſervation ſhall continue

tinue only for the life-time of the grantor, and ſhall determine with his death. *Ibid.*

And ſo alſo it is where the reſervation is to the feoffor or his heirs in the disjunctive; for in this caſe the rent ſhall continue only during the life of the grantor. *Ibid.* 1 *Inſt.* 214. *a.*

And yet if one makes a leaſe for years, rendering yearly during the ſaid term to the leſſor, or his heirs or executors; this is a good reſervation during all the term, by reaſon of theſe words, *during the term.* Shep. Touch. 110.

So if the feoffor or leſſor be ſeiſed in fee, and makes a feoffment in fee, or leaſe for life or years, rendering rent to the feoffor or leſſor, or his executors or aſſigns: in this caſe the rent ſhall continue only for the life of the leſſor. *Ibid.*

But if the reſervation be to the feoffor or leſſor, or his heirs and aſſigns, in the copulative, or in the disjunctive, to him or his heirs, or to him and his ſucceſſors (if it be the leaſe of a corporation) "*during the term,*" then all the aſſignees of the reverſion ſhall enjoy it. *Ibid.*

And if the reſervation be thus, *yielding and paying ſo much rent,* (without any more words) this ſhall be taken for all the time of the eſtate, and ſhall go to him in reverſion accordingly. *Ibid.* 111, 112.

If one by deed indented grants land to *A.* To have and to hold to him for life, the remainder to *B.* and the heirs of his body, and for default of ſuch iſſue, to remain to *D.* in tail, or for life, yielding therefore yearly, &c. in this caſe the reſervation ſhall extend to all the eſtates. *Ibid.* 111. 10 *Co.* 107.

If a leaſe be made the tenth day of *Auguſt,* rendering rent at our *Lady-day* and *Michaelmas;* in this caſe, although our *Lady-day* be firſt named, yet the firſt payment ſhall be at *Michaelmas* next after the making of the deed. *Ibid.*

If the reſervation be at *Michaelmas,* or within twenty days after, in this caſe the twentieth day ſhall be taken excluſive. *Ibid.*

But if the rent be to be paid at *Michaelmas,* or by the ſpace of twenty days after; in this caſe the twentieth day ſhall be taken incluſive. *Shep. Touch* 111.

If a leaſe be made in *December* from the Nativity of Chriſt next for one year, with this addition, *et ſi in fine dicti anni ambæ partes agrearent quod eadem dimiſſio foret renovata, tunc habend' & tenend' præmiſſa dicto'* J. S. (the leſſee) *ab & poſt dictum feſtum tunc proxim' ſequent' uſque finem trium annorum, reddendo inde annuatim durante dicto termino dict'* W. S. &c. in this caſe the reſervation ſhall relate to both the terms, and the rent ſhall be paid the firſt year, although they do not agree to renew the leaſe. *Ibid.*

If one makes a leaſe of land for years, if the leſſee live ſo long, and after the leſſor by his deed indented doth grant the land to another, To have and to hold the reverſion to the grantee for his life, *cum poſt mortem,* &c. *aut aliter acciderit vacare, reddend' inde annuatim* to the grantor and his heirs, *cum reverſio prædicta acciderit,* 9*s.* 4*d. per ann.* in this caſe this reſervation of rent ſhall not begin before the reverſion happen in poſſeſſion. *Shep. Touch.* 112. 10 *Co.* 107, 108.

If

If rent be reſerved to be paid at two terms, and it is not ſaid by equal portions, yet it ſhall be ſo taken, and it muſt be ſo paid. (a) *Shep. Touch.* 112. 13 *H.* 4. *Avowry* 240.

(I) *Clauſ*

(*a*) Leaſe by the anceſtor rendering rent to him, his executors and aſſig DURING THE TERM, and held that the rent ſhould continue after t death of the leſſor and ſhould go to the heir. 1 *Vent.* 148, 161. for the wor during the term, are expreſs words declaring the intent, and will govern a implied conſtruction. *Ibid.*

In *Watton* and *Edwin's* caſe, the reſervation was, yielding and paying the leſſor and his aſſigns, and held that the rent determined by the death the leſſor. 1 *Vent.* 162, 163. *Cont.* 27 *H.* 8. 19. *Contra*, if to him and aſſigns DURING THE TERM. *Latch.* 99. 255.

Rent reſerved to a man to him *or* his heirs, 'tis void to the heir. 1 *I* 214. *a*, But where rent was reſerved by an abbot DURING THE TER to him or his ſucceſſors, it was reſolved good to the ſucceſſor. 5 *Co.* 11 112.

One, ſeiſed of two acres, let one reſerving rent to him, and let the oth reſerving rent to him and his heirs, and reſolved, that the firſt reſervati ſhould determine with his life. *Fitz. Aſſize*, 86.

If land be let, rendering rent generally, that rent ſhall go with the la but if a man let land, reſerving rent to the leſſor, the rent ſhall ceaſe wh the leſſor dies, for the expreſs limitation of the party curbs the limitation the law. *Per Jones Juſt. Latch.* 101.

One makes a leaſe for a year, and ſo for a year rendering therefore long as the leſſee ſhould occupy it 10*s.* rent: the leſſee after the firſt y died, his adminiſtrator entered and occupied for another year, and adjud that he ſhould be charged with the rent, notwithſtanding that the words we ſo long as the leſſee occupied. 5 *E.* 4. 4. *Latch.* 255.

Leaſe for years, rendering to the leſſor, his executors and aſſigns, the le for dies, the rent is gone, for the words, executors, &c. excludes the he *Latch.* 256. for being particular it excludes all other particulars.

Adminiſtrator of a term of 40 years, made a leaſe for 20 years, render rent, and died inteſtate, the adminiſtrator *de bonis non* ſhall have the re *Latch.* 266. 267. *Sed quære.*

A copyholder in fee (when the cuſtom was for a widow's eſtate,) made leaſe by licence, reſerving rent to him and his wife during their lives, (a did not ſay, or either of them) and to his heirs, and reſolved, Firſt, that t wife might have this rent, though not party to the leaſe. Secondly, t though the rent was reſerved during their lives, yet it ſhould continue the life of either of them; for the reverſion, if poſſible, will attract the r to it, as it were by a kind of magnetiſm. But if a leaſe be made for ye if *A.* and *B.* ſo long live, if one of them dies, the leaſe determines, beca it is not ſaid, if either of them ſo long live, ſo it is in point of grant. 1 *Ve* 163. 5 *Co. Brudenel's* Caſe.

Tenant in tail makes a leaſe, reſerving a rent to him and his heirs, Th is a good leaſe to bind the entail, for the rent ſhall go to the heir in tail alo with the reverſion, though the reverſion were to the heirs generally. *Har* 89. *Dyer* 115.

Leſſee for 100 years let for 50, reſerving a rent to him and his heirs DU ING the term, *per Hale.* This will go to the executor. 1 *Vent.* 162.

Rent as incident to the reverſion, when generally reſerved, ſhall go to th heirs in *Borough Engliſh*, and to the heir on the part of the mother where the eſtate comes from her. *Hard.* 90.

A huſband made a leaſe of lands, that his wife held in free bench, render ing rent to him and his heirs. The rent ſhall go to the wife, who has the reverſion. *Hard.* 90. 5 *Ed.* 2. *Avowry* 207. 7 *H.* 6. 4.

Father being ſeiſed in fee, he and his ſon and heir apparent, by indenture leaſed land unto the defendant for years to begin after the death of the father, rendering rent unto the ſon. This reſervation is void; for though the

(I) *Clauſe of Diſtreſs and* Nomine Pœnæ.

SOMETIMES a clauſe of diſtreſs is in this manner: *And it is agreed between the ſaid parties to theſe preſents, That if it happen the ſaid yearly rent of ———, or any part thereof, ſhall be behind and unpaid by the ce of twenty-one days next after either of the ſaid feaſts or days of payment, which it ought to be paid as aforeſaid, being lawfully demanded; that then d from thenceforth it ſhall and may be lawful to and for the ſaid* A. B. *his heirs and aſſigns, into the ſaid demiſed premiſſes, and every part thereof, enter, and there to diſtrain for the ſaid rent, ſo being behind and unpaid:* And ſometimes is added a penalty for every day the rent is in arrear, this manner:) *As alſo for twelve pence of lawful,* &c. *to be forfeited* mine pœnæ *for every day wherein the ſaid rent ſo in arrear ſhall be behind* Nomine d *unpaid after the ſaid twenty-one days ended, and the diſtreſs and diſ-* pœnæ. *ſes ſo then and there taken and found, to lead, drive and carry away, and ſame to impound, detain and keep, until the ſaid yearly rent of —— and arrears thereof, (and ſums to be forfeited* nomine pœnæ) *ſhall be fully d and ſatisfied.*

The clauſe ſometimes may be, that the grantor may diſtrain and ſell goods to pay the rent, and the like; *of which ſee a variety of forms ra.*

(K) *Clauſe of Entry on Non-payment,* &c.

AND ſometimes there is a clauſe of entry on non-payment of rent, &c. in this or the like form: *And if it ſhall happen the ſaid* C. D. *heirs and aſſigns, ſhall at any time hereafter make default of payment of ſaid yearly rent of ——— on either of the ſaid days whereon the ſame ht to be paid as aforeſaid, the ſame having been duly demanded, or the* C. D. *his executors,* &c. *ſhall break any covenant or grant contained theſe preſents, which on the part and behalf of the ſaid* C. D. *is to be per-med, paid and kept, that then and ſo often it ſhall and may be lawful to for the ſaid* A. B. *his heirs and aſſigns, to enter into all and ſingular the manors, meſſuages and premiſſes, and the ſame to occupy and enjoy, de-and keep until the ſaid* C. D. *his executors,* &c. *the ſaid yearly rents, th the arrearages thereof, and every part thereof, ſhall and will well and y pay and content to the ſaid* A. B. *his heirs and aſſigns; and alſo until ſaid* C. D. *his heirs,* &c. *ſhall have made a reaſonable recompence and nds to the ſaid* A. B. *his heirs and aſſigns, of and for the breach of any venants ſo broken, for any damages by him or them ſuſtained by reaſon of ſame.* See more forms ſuitable to different purpoſes *infra.*

e ſon proves heir, it betters not the caſe by event, for the reſervation ght to have been to the heir or heirs of the leſſor by name, in which caſe it ould have been good, and deſcended from the father to the ſon. *Hob.* 0.

Vid. Rules on this ſubject *Hard* 95.

The cleareſt way is to reſerve a rent during the term, and leave it to the w to diſtribute it, without making a reſervation to any perſon. 8 *Co.* 70, n.

SECT.

SECT. VI.

* *Of the Warranty in Deeds.*

A Warranty is a covenant real, annexed to lands or tenements, whereby a man and his heirs are bound to warrant the ſame, and either upon voucher or judgment in a writ *de warrantia charte* to yield other lands or tenements which in old books is called *(in excambio)* to the value of thoſe which ſhall be evicted by a former title; or elſe may be uſed by way of rebutter, which is a *French* word ſignifying (that is, in the underſtanding of the common law), to expel or bar the action of the heir by the warranty of the anceſtor.

For further learning on this ſubject, *vid. infra, Tit. Warranty.*

SECT. VII.

* *Of Covenants.*

A Covenant in a deed is the agreement or conſent of two or more perſons, whereby either or one of the parties promiſes to the other, that ſomething is done already, or ſhall be done afterwards. *Plowd.* 308.

Covenants are either expreſs or implied. The former is, when the covenant is expreſſed in the deed; as a covenant that the leſſee ſhall repair the houſes demiſed when they ſhall be decayed; or the like. The latter is where the deed does not expreſs it, but the law infers and ſupplies it, from the nature of the contract to which it relates. As if one make a leaſe for years by the words "DEMISE" or "GRANT" without any expreſs covenant for quiet enjoying; in ſuch caſe the law intends and makes a covenant by inference on the part of the leſſor "that the leſſee ſhall quietly hold and enjoy the thing demiſed againſt all perſons, as well thoſe having title under the leſſor as others, and during the term. *Cro. Eliz.* 674. *Fitz. Nat. Brev* 342. note *a.* But a covenant in law ſhall not be extended to make one do more than he can. Therefore, if one ſeiſed in right of his wife, joins with her in a leaſe by deed indented, in which are theſe words "demiſe and grant" and then the huſband dies, and the wife enters and avoids the leaſe, the leſſee ſhall have no action of covenant againſt the repreſentatives of the huſband, for the covenant is at an end by the death of the huſband. *Brownl.* 22.

A covenant is alſo either real or perſonal. The former is where a man binds himſelf to paſs a real thing, as lands or tenements; as a covenant to levy a fine of land, or where it runs in the realty ſo with the land that he that has the one, has, or is ſubject to the other. In this ſenſe a warranty is called a real covenant. The latter is where the covenant runs in the perſonalty, ſo that ſome perſon in particular ſhall have benefit by it, or be charged with it, as when a man covenants to

do

do any perſonal thing, as to build or repair a houſe, ſerve another, or the like. And ſuch of theſe latter kind of covenants as are converſant about lands, are alſo ſaid to be inherent: as "that the thing demiſed ſhall be quietly enjoyed;" "ſhall be kept in repair;" "ſhall not be aliened;" or "that, if it be aliened, the leſſor ſhall have the firſt refuſal" "to pay rent," not to cut down timber trees or do waſte," "to fence coppices when new cut," "to make further aſſurance" or the like. And ſuch of theſe covenants as are converſant about collateral matters, that do not at all, or not immediately concern the thing granted are ſaid to be collateral As "to pay a ſum of money in groſs;" "to build a houſe in another man's ground," "to make a feoffment or leaſe of other land," "to give other ſecurity to perform the covenants, or to pay rent" or "that the leſſor ſhall diſtrain for the rent in ſome other land than that which is demiſed," or the like. *Shep. Epit.* 342.

A covenant may be in the affirmative or in the negative. And it may be executed; that is, that a thing is already done; or executory, that is, that a thing ſhall be done hereafter. *Plowd.* 308.

All covenants to enable a common perſon to maintain an action of covenant thereon, except it be by ſpecial cuſtom, as in *London*, &c. muſt be by ſpecialty; for this action will not lay on any verbal agreement; but whether the ſpecialty be poll or indented is immaterial. 3 *Co.* 63. *Term de la Ley verb Covenant.*

The moſt uſual form and words by which covenants are made, are "*covenant, promiſe, grant and agree.*" But theſe, though formal and orderly words, are not abſolutely neceſſary to conſtitute a covenant: for a covenant may be made by any other words, provided they import that any particular thing is to be, or not to be done; for no ſuch words the party to whom or with whom the promiſe or agreement is made, may, on the breach thereof, maintain an action of covenant. 2 *Co. Lord Cromwell's* Caſe. *Dyer* 57, 150. Therefore if the following words be inſerted, amongſt other covenants, in a deed, *viz.* "that the leſſee ſhall repair, provided always that the leſſor ſhall allow timber," or "that the leſſee ſhall ſcour ditches, provided always that the leſſor do carry away the earth;" theſe are good covenants on both ſides. So if the following or the like words be inſerted among other covenants, *viz.* "that the leſſee ſhall pay ten ſhillings a year rent," or, "that the leſſee ſhall not alien," theſe will operate as covenants, unleſs it be in caſes where there is ſome other means to inforce the doing of the thing ſtipulated; as if in the caſe of a rent, there be a clauſe of diſtreſs, re-entry, or *nomine pœnæ*. *Bro. Tit. Cov.* 21, 26. for, regularly in all caſes, where words that begin a ſentence of this kind are conditional, and may have the effect of a condition and give another remedy, then they ſhall not be conſtrued to make a covenant.

And a covenant may be made by the word "grant." As if the lord "grant" to his tenant, that he will not diſtrain him in ſuch a part of his land for his rent, this will be a good covenant by force of the word grant. *Perk. ſec.* 69.

A covenant may be placed in any part of a deed, but the moſt proper place for theſe is in the ſixth formal part of a deed.

If a covenant be made by tenant in fee-ſimple, and the words are uſed or applied to an alienation in fee-ſimple, then the perſon uſing them,

"doth

" doth covenant, &c. for himſelf, his heirs and aſſigns;" but if the words be uſed by or to a perſon having or granting a leaſe or term for years, then it muſt be expreſſed thus, " for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe, grant and agree, to and with (the other party) his executors, adminiſtrators and aſſigns.

If there be more than one to covenant, and they mean to covenant jointly and ſeverally, it may be expreſſed thus: " And the ſaid *A. B.* and *C.* do hereby for themſelves, and each of them for himſelf, and for their and each of their heirs, executors. and adminiſtrators, covenant, promiſe, grant, and agree to and with the ſaid *D.* and *E.* and to and with either of them, their and either of their heirs, executors, and adminiſtrators, and every of them by theſe preſents," &c.

But if the covenant be by ſeveral, and they mean to covenant each for himſelf and his own repreſentatives reſpectively. Then the expreſſion may be thus, " And the ſaid *A. B. C.* and *D.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective acts, heirs, executors, and adminiſtrators, and not jointly, nor the one for the other, nor for the acts of the other, or of the heirs, executors, or adminiſtrators of the other, do covenant, promiſe, grant and agree, to and with the ſaid, &c."

For more learning on this ſubject, *vid. infra.* TIT. COVENANTS.

SECT. VIII.

* *Of Proviſoes or Conditions.*

A Proviſo is a condition inſerted into any deed or writing, upon the obſervance whereof the validity of the deed conſiſts, and it differs from a covenant in as much as the former muſt be in the words of both parties, the latter in the words of the covenantor only. *Cro. Eliz.* 202.

But words that ſound in covenant if ſpoken in the third perſon, and equally applicable to both parties may operate as a condition. As if an indenture be. *Quod teſtatum ſit, quod conventum conceſſum et agreatum exiſtatum inter partes prædictas*, that the one ſhall have certain lands for years or otherwiſe, and that he ſhall not alien; this is a good condition; becauſe theſe words are ſpoken in the third perſon, and ſerve as well for the leſſor as for the leſſee. *Dyer* 6. *b. pl.* 3. *Et vide Plowd.* 142.

So where a leſſee covenanted to grind his corn at the mill of the lord, and there were other coeenants, and in the end of the indenture, the leſſee did covenent to perform all the covenants within the ſame, and under pain of forfeiture. This was held to make a condition; for although the words found in covenant, yet the intent of them is to defeat the eſtate, which cannot be effected by covenant, for that only gives an action, but muſt be by condition which gives an entry. *Owen* 54, 92. *Cro. Eliz.* 202.

Upon

Upon the ſame principle it was held *in ejectione firmæ*, where the plaintiff declared of a leaſe made to him of the manor of *M.* by *A. B.* and *C.* and the defendant did intitle himſelf by a biſhop's leaſe, which was made by indenture, and contained a covenant that the leſſee ſhould not diſturb or put out any of the tenants of their tenancies inhabiting there within the ſaid manor, doing their duties according to the cuſtom of the manor, under penalty of forfeiture of his intereſt; that the leaſe being by indenture, the deeds was the words of both parties, and then the intent being to defeat the eſtate, to effect that they would work as a condition. *Cro. Eliz.* 202.

The words proper to make a condition are, "PROVIDED ALWAYS," "SO AS," or "UPON CONDITION," or "UNDER CONDITION," or words of the like ſenſe and ſignification, as "IF IT HAPPENS," &c. but in the latter caſe, theſe words ſhould be followed by the following, or the like, *viz.* "THAT THEN THIS ESTATE," "*deed*," "*leaſe*," "*preſent indenture*," or *the like*, (as the caſe may require) "SHALL BE VOID, AND IT SHALL BE LAWFUL FOR, &c. to re enter."

The word "proviſo" has various operations according to the intent. Sometimes it works a qualification or limitation, ſometimes a condition, and ſometimes a covenant. But it is nevertheleſs as apt a word to make a condition, as *ſub conditione* or any other word of condition.

The proper place for the inſertion of a condition in a deed is after the *habendum* clauſe of warranty and covenants, but it will be equally valid if placed in any other part of the deed.

It may be annexed to any eſtate, in fee-ſimple, fee-tail, for life or years, and contained in the ſame deed by which the eſtate is made, or in another deed (properly called a defeazance) but if it be by a ſeparate deed, and to defeat a conveyance of a corporeal hereditament, it muſt be ſealed and executed at the ſame time with the deed on which it is to operate.

A condition cannot be made by, nor reſerved unto, one that is a ſtranger to the deed, but it muſt be made by and reſerved to one of the parties that are grantors.

The matter of a condition muſt be poſſible and lawful to be done, and alſo conſiſtent with the grant; for if it be otherwiſe or repugnant to the eſtate, or incongruous to reaſon with reference thereunto, it will be void, and may ſometimes make the eſtate void alſo.

Any covenant may be changed into a condition, by putting the following words to the beginning of the covenant, *viz.* "Provided always, and upon this condition, that if the ſaid, &c." and to the end of the covenant theſe words, "that then this preſent deed and the eſtate hereby made ſhall be void, &c."

And a clauſe may operate both as a condition and as a covenant at the ſame time. As if a man by indenture let lands for years, "Provided always, and it is covenanted and agreed between the ſaid parties, that the leſſee ſhall not alien, &c." Here the clauſe is a condition by force of the proviſo, and a covenant by force of the other words. *Vid.* 1 *Inſt.* 203. *b.*

For further learning on this ſubject, *vid. infra. Tit. Proviſo.*

SECT. IX.

Of a Warrant (or Letter) of Attorney to make Livery of Seiſin.

THE next part to the covenants in ſome deeds (as feoffments, gifts in tail, or leaſes for life) is what is uſually called *a letter of attorney to make livery of ſeiſin*, though I think it more properly called *a warrant of attorney to make livery of ſeiſin*, eſpecially where the deed is by indenture, for then it wants the *direction*, which a letter of attorney commonly has, *viz. To, all people to whom theſe preſents ſhall come*, or the like. And though a letter of attorney is equal to a warrant to authorize a perſon to act in the ſtead of him who makes it, yet every warrant of attorney is not a letter of attorney, for the difference of form gives us different ideas as to the name, although of the ſame nature and purport; for which reaſons I conclude, that this part of a deed is more properly called *a warrant of attorney to make livery of ſeiſin*, which begins in this manner: *And this Indenture further witneſſeth, that the ſaid A.* B. *hath made, ordained*, &c.

Livery of ſeiſin may be made either by the feoffor, &c. himſelf, (*a*) or by his deputy or attorney; and when it is to be by attorney, a warrant muſt be made, which may either be in the deed of feoffment itſelf, whether it be indented or poll, although the attorney be no party to the deed; or it may be made by another and ſingle deed of itſelf. *Cro. El.* 905. *pl.* 10.

The livery of ſeiſin that is made by letter of attorney, muſt be a livery in fact, and not a livery in law, for livery in law cannot be made by attorney.

And in making ſuch livery of ſeiſin the attorney ſhould take care,

Firſt, That there be a good deed for a foundation, otherwiſe the letter of attorney, and the making of livery upon it, will ſignify nothing.

Secondly, That there be a good letter of attorney in writing to warrant the making of livery of ſeiſin.

Thirdly, That he purſues the authority given him by the deed, at leaſt in the ſubſtance thereof; and therefore if it be given to two attornies jointly, one of them cannot do it; if to three attornies, jointly and ſeverally, it is not ſafe for any two of them to do it.

(*a*) Note, Livery is a ſolemn thing, and muſt be attended with an external act, and not words only, for the intent of the parties ought to be apparent to make livery; becauſe a freehold cannot paſs by a common law conveyance by words only. Therefore where a ſpecial verdict found that *J. S.* being ſeiſed of land in fee, being upon the land, demiſed the land to the plaintiff for life, and that no other livery of ſeiſin was made. This was held not to be a good livery; for though by the firſt words, if no more had been found, it ſhould have been intended to be a good leaſe, and a livery *de facto* to have been made, yet when the jury found further, that no other livery of ſeiſin was made, it *was* plain that no other livery was intended than by words only, without any external act, which was not good. *Cro. Eliz.* 482. 9 *Co.* 136. *b.* 6 *Co.* 26. *Co. Litt.* 48. *a.* *Cro. Jac.* 80.

Fourthly,

Fourthly, That it be done in the life-time of the parties, for it cannot be done after their deaths.

Fifthly, That he acts in the name of him who makes the letter of attorney.

Sixthly, That in the making of it as an attorney, he ſhould do it after the ſame manner as the party himſelf ſhould do it.

Seventhly, That a memorandum thereof be endorſed upon the back of the deed. *N. B.* This is adviſeable, but not neceſſary where proof (on occaſion) may be had. (*a*)

For the forms thereof, and for more concerning Livery of Seiſin, *ſee title* Feoffment.

SECT. X.

Of the Concluſion of a Deed, or the In cujus Rei Teſtimonium.

NOW we are come to the concluſion of a deed, which in an indenture is uſually in theſe words: *In witneſs whereof the ſaid parties have hereunto interchangeably ſet their hands and ſeals on the day and year firſt above written.* And in a deed poll in theſe words: *In witneſs whereof I have hereunto ſet my hand and ſeal this —— day of —— in the year*, &c.

The date in an indenture is uſually in the beginning of it, and in a deed poll at the end; but either of them is good, whether the date be in the beginning or end.

And a deed is good that is without a date, or with a falſe or impoſſible date, as the 30th of *February*, (*b*) or the like: and although it be dated before or after the time of the delivery of it, yet it is good enough: nor is it needful to expreſs the time of the delivery of it, but in pleading it muſt be ſhewed. Nor is it needful to mention any place or time of the ſealing and delivery of it, (*c*) 2 *Co.* 5. *Perk.* 120. *Co. Litt* 6. *a. Latch.* 59. *Yelv.* 138, 192, 194.

If a deed has no date, or bears date after the delivery of it, and he that delivers it, dies before the time of the date, it is good

(*a*) If a feoffor be himſelf upon the land, his words without any act are ſufficient to make livery of ſeiſin, as if he ſaith, "I deliver ſeiſin of this land to you in the name of all the land contained in the deed," or enter into this land, and take ſeiſin of it, in the name of all the land contained in the deed, or ſuch like words without any ceremony or act done. 9 *Co.* 137. *b.* 138. *a.* And where one lying *in extremis* in a houſe enfeoffed another, and delivered, in the ſame houſe, the deed of feoffment indented to the feoffee there and in the name of ſeiſin of the ſaid houſe, and of all the reſidue of the lands and tenements in the ſaid writing indented contained, it was reſolved, that this delivery in writing amounted to two ſeveral acts at one and the ſame inſtant, *viz.* to deliver the writing as a deed, and to deliver ſeiſin of the land according to the deed. *Ibid.*

(*b*) Every deed ſo dated ſhall begin from the delivery. *Shep. Touch.* 105. and he that pleads ſuch a deed without any date, or with ſuch an impoſſible date, muſt ſet forth the time when it was delivered. *Ibid.* 54. *Yelv* 193.

(*c*) It is to the diſadvantage of the grantee that the place of delivery or date be mentioned in a deed; becauſe if the deed be general, the grantee may alledge it to be made where he will. 1 *Inſt.* 6. *a.*

1. In ſome caſes it is requiſite for the perfecting of a deed, and the eſtate made by it, that the party to whom it is made *agrees to it.*

2. In other caſes that *livery of ſeiſin* be made. Or,

3. That *attornment* be made. Or,

4. That *actual entry* be made into the thing given or granted. Or,

5. That an *election* be made upon the gift or grant; for want whereof the deed will be defective, not only for what will not, but for what will paſs without it. Or,

6, That the deed be *inrolled* in due time. Or,

7. That it be regiſtered.

First, *As to the Agreement of him to whom a Deed is made.*

Where a deed is made for a man's advantage, the law preſumes he accepts it, unleſs the contrary be ſhewn. *Vid. ſupra fol.* 197, 198 *note b.*

But a diſagreement will make a nullity of a thing which before had no eſſence: As,

If a deed be made to a feme covert, and the huſband afterwards diſagrees to it, this will make the deed void.

If an eſtate be made in fee-ſimple or fee-tail to a man and his wife and he dies, and has not diſagreed to it; this is an agreement in law and veſts the eſtate in her: And if after his death ſhe enters into the land and takes the profits thereof: this is an actual agreement, and good to bind her, though ſhe ſays never a word, or does it never ſo ſecretly. 3 *Co.* 26. 5 *Co.* 119. *Hob.* 204.

If there be lord and tenant, and the tenant enfeoffs the lord and a ſtranger, and gives livery to the ſtranger in the name of both, and after the lord enters and takes the profits; this is a good agreement in law to the feoffment. 10 *Ed.* 4. 3 *Co.* 26.

If an infant parcener where the land has been unequally divided, after he is of age take the whole profits of his part allotted to him: This is a good agreement, affirming the diviſion, but taking the profits of a moiety does not ſo. *Co. Litt.* 171. *b.*

Secondly, *As to Livery of Seiſin.*

Whenever a feoffment is made, whether it be by or without deed, there muſt be livery of ſeiſin; for it is of the eſſence of a feoffment, and cannot be perfected till it be made; for till then the feoffee has only an eſtate at will in the land, liable to be put out whenever the feoffor pleaſes. And if either of the parties dies before livery of ſeiſin made, the feoffment is void. *Shep. Touch.* 204.

And no warrant of attorney to make livery can be executed after the death of the feoffor or feoffee; neither is there any remedy in this caſe to get the aſſurance made perfect but in a court of equity. *Ibid. in Fitzgibb. Rep.* 146. *Sel. Ca. in Chan.* 81. 1 *Chan. Ca.* 240. *Rep. in Chan. Temp. Finch.* 28.

But

But in caſe there are many feoffees, there the death of one, or ſome of them, will not hinder the livery; but it may be made to him or to them who ſurvive. *Ibid.*

For more relating to this matter, vid. ſupra, Letter of Attorney to make Livery of Seiſin, *and infra title* Feoffments.

Thirdly, *As to Attornment.*

Vid. Infra, Title *Grants,* where this ſubject is particularly treated.

Fourthly, *As to actual Entry.*

Where a leaſe for years may be made, it may be *good* to ſome purpoſes; for the leſſee may forfeit or grant it before his entry into the thing let and granted; and yet to ſome other purpoſes it is *not perfect* till the leſſee makes his *entry* into the land let; for if the leſſor, after he makes ſuch a leaſe, ſtill continues the poſſeſſion of the land let, the leſſee may not have, ſue, or recover the rent reſerved upon the leaſe. Nor is the leſſor ſaid to have any reverſion of the land, ſo as by that name to be able to grant it, till the entry of the leſſee. *Plowd.* 142, 432, 433.

But where a man is to enter, there, in moſt caſes, the entry will ſerve for many who have intereſt, and the entry into part will gain the poſſeſſion of the whole.

He who enters into land, muſt be ſure he has a right or title of entry, and that thereby he brings the poſſeſſion and right together: For if he has not a right or a title to the land, he ſhall have no property in it in any caſe, but in the caſe of an occupancy, whereby the freehold is gained.

Although upon a fine *ſur conuſance de droit come ceo,* &c. or *ſur conuſance de droit tantum,* which is a feoffment on record, (*a*) the conuſee has a freehold in law in him before his entry, yet in other caſes it is otherwiſe; for upon an exchange (be it with or without a deed) the parties have neither freehold in deed or in law before they enter. (*b*) *Co Litt.* 266. *b.* *Cro. Jac.* 604.

So upon a partition the freehold is not removed until an entry. Upon a livery within the view no freehold is veſted before an entry; but if tenant for life, by the agreement of him in reverſion, ſurrenders, he in reverſion has a freehold in him in law before he enters. *Ibid.*

And if one bargains and ſells his land by deed indented and inrolled, the freehold in law paſſes preſently. *Ibid.* *Cro. Jac.* 604.

(*a*) But a common recovery veſts no freehold in deed or in law before execution ſerved. *Vide Moore* 141.

(*b*) If lands deſcend to the heir, a leaſe for years made by him before entry is good, becauſe he has poſſeſſion in law, and no other perſon has poſſeſſion in deed. But if a ſtranger abates, a leaſe made by the heir is void, for the ſtranger had the poſſeſſion in deed before his entry. *Plowd. Comm.* 137, 142. And before entry the heir cannot maintain an action of treſpaſs.

And

And ſo when uſes are raiſed by covenant upon a good conſideration. *Ibid.* 100. *b.*

If there be tenant in tail, remainder in tail, &c. and tenant in tail in poſſeſſion leaſes for three lives, according to the ſtat. 32 *H.* 8. and afterwards dies without iſſue, and he in remainder before any entry levies a fine, it is good; for by the death of tenant in tail without iſſue, the freehold was veſted in him in remainder in tail. *Leon.* 268.

If leſſee for years *ſurrenders*, to which the leſſor agrees, the poſſeſſion and intereſt is in the leſſor without entry. *Hut.* 95.

So if the leſſee for years *aſſigns*, the aſſignee before entry or waiver of the poſſeſſion by leſſee, has an actual eſtate in him. 2 *Roll. Abr.* 495. *E.* 2.

If tenant for life ſurrenders to him in remainder, this will veſt the eſtate in him before notice or agreement thereto, as the grant of goods made in the abſence of the grantee veſts the property, and a bond made to obligee in his abſence creates a lien before notice. *Salk.* 618. 2 *Vern.* 198. 3 *Lev.* 284. *et vid. ſupra, fol* 197. *note b.*

Fifthly, *As to Election.*

In caſes where a gift or grant is by deed, and at firſt incertain, there it may in many caſes be made good by election: As,

If one gives me one of the two horſes in his ſtable, and there be in the ſtable two horſes, I may take which of them I will; and having ſo done the gift or grant is good. *Perk.* Tit. *Grants*, p.

For more relating to election, *vide infra*, Tit. *Grant.* 2 *Co.* 35, 3 *Co. Litt.* 145. *et* 2 *Burr. Rep.* 720. 2 *Atk. Rep.* 166.

Sixthly, *As to inrolling Deeds.*

This head, though neceſſary to be mentioned here, is more properly treated of under the Title *Bargain and Sale.*

Seventhly, *As to the regiſtring Deeds and Wills*, &c. See 2 *Atkyns' Rep.* 275, 276.

I ſhall now conclude this chapter with an abridgment of thoſe excellent ſtatutes concerning regiſtring deeds, laws worthy of an univerſal extent! though at preſent limited only to the Eaſt, Weſt and North Ridings of *Yorkſhire*, and the county of *Middleſex.* (*c*)

An abridgment of the *ſtat.* 2 & 3 *Ann. c.* 4. "For the public regiſtring of all deeds, conveyances and wills, that ſhall be made of any

(*c*) *Sed vid.* 2 *Blackſt. Comment.* 343. Where that diſtinguiſhed lawyer obſerves, "that however plauſible theſe proviſions may appear in theory, it hath been doubted by very competent judges, whether more diſputes have not ariſen in thoſe counties, where regiſters are eſtabliſhed, by the inattention and omiſſion of parties, than been prevented by the uſe of regiſters."

"honour,

" honours, manors, lands, tenements or hereditaments, within the " Weſt-riding of the county of *York*, after the nine and twentieth day " of *September*, 1704."

This ſtatute recites, That whereas the Weſt-riding of the county of *York* is the principal place in the *North* for the cloth manufacture, and moſt of the traders therein are freeholders, and have frequent occaſions to borrow money upon their eſtates for managing their ſaid trade; but for want of a regiſter find it difficult to give ſecurity to the ſatisfaction of the money-lenders (although the ſecurity they offer be really good); by means whereof the ſaid trade is obſtructed, and many families ruined; for the remedy whereof, at the humble requeſt of the juſtices of the peace, gentlemen and freeholders of the ſaid Weſt-riding, It is enacted, Weſt-Riding in *Yorkſhire*.

1. That a memorial of all deeds and conveyances which from and after the 29th of *September*, 1704, ſhall be made and executed, and of all wills and deviſes in writing, made or to be made and publiſhed, where the deviſor or teſtatrix ſhall die after the ſaid 29th of *September*, of or concerning, or whereby any honours, manors, lands, tenements or hereditaments in the ſaid Weſt-riding, may be any ways affected in law or equity, may, at the election of the party or parties concerned, be regiſtred in ſuch a manner as herein after directed; and that every deed or conveyance that ſhall at any time after any memorial is ſo regiſtred, be made and executed of the honours, manors, lands, tenements or hereditaments, or any part thereof, comprized or contained in any ſuch memorial, ſhall be adjudged fraudulent and void againſt any ſubſequent purchaſer or mortgagee for valuable conſideration, unleſs ſuch memorial thereof ſhall be regiſtered, as by this act is directed, before the regiſtring the memorial of the deed or conveyance under which ſuch ſubſequent purchaſer or mortgagee ſhall claim: And that every deviſe by will of the honours, manors, lands, tenements or hereditaments, or any part thereof, mentioned or contained in any memorial ſo regiſtered as aforeſaid, that ſhall be made and publiſhed after the regiſtering of ſuch memorial, ſhall be adjudged fraudulent and void againſt any ſubſequent purchaſer or mortgagee as is herein after directed. A memorial to be regiſtred.

2. And for ſettling and eſtabliſhing a certain method, with proper rules and directions for regiſtring ſuch memorials as aforeſaid, it is further enacted, That one public office for regiſtring ſuch memorials of and concerning any honours, manors, lands, tenements and hereditaments, that are ſituate, lying and being within the ſaid Weſt-riding, ſhall be eſtabliſhed and kept in *Wakefield*, the neareſt market town to the center or middle of the ſaid Weſt-riding, to be managed and executed by a fit and able perſon, to be from time to time elected and appointed in manner herein after directed, or his ſufficient deputy, and to continue in the ſaid office ſo long as he ſhall well demean himſelf therein. Regiſter's office, where to be kept.

3. And that all elections of a regiſter to be made or appointed by virtue of this act, ſhall be performed by balloting in manner following, (that is to ſay) All the freeholders that at the time of any ſuch election have an eſtate or freehold of or in any lands, tenements and hereditaments within the ſaid Weſt-riding, of the yearly value of 100*l.* (to be determined by the oath of the elector, before the ſcrutators herein after Regiſter, how elected.

mentioned,

mentioned, if any doubt ariſe touching the ſame, which oath they a
hereby empowered to adminiſter) ſhall be electors of the ſaid regiſte
and that the juſtices of the peace for the ſaid Weſt-riding in that be
aſſembled, or the major part of them, or any five ſuch juſtices, to
appointed by ſuch major part, ſhall be ſcrutators of the ballot; w
ſhall meet on the day and place of election, and there in the p
ſence of the electors ſhall place one or more glaſs veſſels, to be pro
ed for that purpoſe, into which each elector preſent ſhall put one o
paper, containing the name of ſuch perſon as he approves of to be
giſter; which papers ſhall be taken out again in the preſence of the
ſcrutators, by a perſon by them in that behalf appointed; and the n
or names of every perſon therein, ſhall be once tranſcribed in diſti
columns, and under each name ſhall be ſet down the number of t
electors, which ſhall be deliberately caſt up by the ſaid ſcrutators, a
the ſame ſhall be read over in the hearing, and fixed up in the view,
the electors preſent; and the perſon upon whom the majority ſhall
ſhall be declared regiſter.

When choſen. 4. The election of the firſt regiſter to be made at the next gen
quarter-ſeſſions of the peace to be holden for the ſaid Weſt-riding, a
the feaſt of *Eaſter* in 1704, in open court, on the ſaid ſecond da
the ſaid ſeſſions, between nine in the morning and three in the a
noon.

On his death when another to be choſen. 5. And when and as often as the ſaid office ſhall become vacant
the death, forfeiture or ſurrender of any ſuch regiſter, the juſtices
the peace for the ſaid Weſt-riding, aſſembled at the general quar
ſeſſions of the peace next after ſuch vacancy ſhall happen, or the m
part of them, ſhall in open court declare the ſaid vacancy, and by o
of the ſame ſeſſions ſhall appoint and preſix a certain day and time wi
the ſpace of one calendar month, and above three weeks enſuing the
of ſuch general quarter-ſeſſions, for the electors to aſſemble at *Wak*
aforeſaid, to chuſe a fit and able perſon, in the manner aforeſaid,
ſupply the ſaid vacancy: and to the intent that all perſons qualified
be electors may have due notice of ſuch vacancy and time of elect
of a ſucceeding regiſter, the clerk of the peace for the time being of
ſaid Weſt-riding ſhall forthwith cauſe copies of ſuch order for
preſixing the time of ſuch election, to be delivered to the reſp
tive chief conſtables of the ſeveral wapentakes within the ſaid We
riding, who ſhall and hereby are required to publiſh the ſame in
market in every market-town within their reſpective wapentakes, on
next market-day after the receipt thereof, and to affix the ſame in
moſt public place of reſort there.

Who to ſupply the vacancy. 6. And upon the death of any ſuch regiſter, and until anot
election of a perſon to execute that office, ſhall be made in m
ner aforeſaid, the executors and adminiſtrators of the regiſter d
ceaſed, together with the ſureties for the ſaid regiſter, or their ex
cutors and adminiſtrators, ſhall appoint a proper perſon to execute t
office of regiſter, for whoſe demeanor in the execution of the ſa
office, the ſecurity given for ſuch regiſter deceaſed, ſhall be anſwe
able.

How memorials ſhall be written, &c. Of deeds. 7. And all and every memorials ſo to be entered or regiſtred ſh
be in writing, in vellum or parchment, and directed to the regiſte
of the ſaid office; and in caſe of *deeds* and *conveyances*, ſhall be under
the

the hand and ſeal of ſome or one of the grantors, or ſome or one of the grantees, his or their guardians or truſtees, atteſted by two witneſſes, one whereof to be one of the witneſſes to the execution of ſuch deed or conveyance; which witneſs ſhall upon his oath before the ſaid regiſter, or his deputy, prove the ſigning and ſealing of the ſaid memorial, and the execution of the deed or conveyance mentioned in ſuch memorial; and in caſe of *wills*, the memorials ſhall be under the hand and ſeal of ſome or one of the deviſees, his or their guardians or truſtees, atteſted by two witneſſes, one whereof ſhall upon his oath before the ſaid regiſter, or his deputy, prove the ſigning and ſealing of ſuch memorial; which reſpective oaths the ſaid regiſter, or his deputy, is hereby impowered to adminiſter. Wills.

8. And every memorial of any deed, conveyance or will, ſhall contain the day of the month and the year when the deed, conveyance or will bears date, and the names and additions of all the parties to ſuch deed or conveyance, and of the deviſor or teſtatrix of ſuch will, and of all the witneſſes to ſuch deed, conveyance or will, and the places of their abode; and ſhall expreſs or mention the honours, manors, lands, tenements and hereditaments contained in ſuch deed, conveyance or will, and the names of all the pariſhes, townſhips, hamlets, precincts or extraparochial places within the ſaid Weſt-riding, where any ſuch honours, manors, lands, tenements or hereditaments are lying or being, that are given, granted, conveyed, deviſed, or any way affected or charged by any ſuch deed, conveyance or will, in ſuch manner as the ſame are expreſſed or mentioned in ſuch deed, conveyance or will, or to the ſame effect; and that every ſuch deed, conveyance and will, or probate of the ſame, of which ſuch memorial is to be regiſtered as aforeſaid, ſhall be produced to the ſaid regiſter or his deputy, at the time of entering ſuch memorial, who ſhall endorſe a certificate on every ſuch deed, conveyance and will, or probate thereof, and therein mention the certain day, hour and time on which ſuch memorial is ſo entered and regiſtered, expreſſing alſo in what book, page and number the ſame is entered; and that the ſaid regiſter, or his deputy, ſhall ſign the ſaid certificate when ſo endorſed, which certificate ſhall be taken and allowed as evidence of ſuch reſpective regiſtries in all courts of record whatſoever; and that every page of ſuch regiſter-books, and every memorial that ſhall be entered therein ſhall be numbered, and the day of the month, and the year and hour, or time of the day when every memorial is regiſtered, ſhall be entered in the margents of the ſaid regiſter-books, and of the ſaid memorial; and that every ſuch regiſter ſhall keep an alphabetical calendar of all pariſhes, extraparochial places and townſhips within the ſaid Weſt-riding, with reference to the numbers of every memorial that concerns the honours, manors, lands, tenements or hereditaments in every ſuch pariſh, extraparochial place or townſhip reſpectively, and of the names of the parties mentioned in ſuch memorials; and that ſuch regiſter ſhall duly file every ſuch memorial in order of time, as the ſame ſhall be brought to the ſaid office, and enter or regiſter the ſaid memorials in the ſame order that they ſhall reſpectively come to his hand.

What the memorial ſhall contain.

The regiſter's certificate to be endorſed on the deed;

which ſhall be evidence in courts of record.

Alphabetical calendar.

9. And every ſuch regiſter, before he enters upon the execution of the ſaid office, ſhall be ſworn before the juſtices of peace for the ſaid

riding,

riding, or any three or more of them that ſhall be preſent at his election, in theſe words:

Regiſter's oath.

You ſhall truly and faithfully perform and execute the office and duty that is directed and required by act of parliament in regiſtring memorials of deeds, conveyances and wills, within the Weſt-riding of the county of York, *ſo long as you ſhall continue in the ſaid office; and that you have not given nor promiſed, directly nor indirectly, nor authorized any perſon to give or promiſe any money, gratuity or reward whatſoever, for procuring or obtaining the ſaid office for you.*

So help you GOD.

Regiſter's deputy.

10. And when and as often as the ſaid regiſter ſhall appoint any deputy or execute the ſaid office, ſuch deputy ſhall, before he enters upon the execution thereof, take the ſaid oath appointed to be taken by the regiſter, before two or more juſtices of the peace for the ſaid riding; and

Regiſter to give ſecurity.

every regiſter, at the time of his being ſworn into the ſaid office, ſhall alſo enter into a recognizance with two or more ſufficient ſureties, to be approved of by five or more of the juſtices of the peace of the ſaid riding that were preſent at his ſaid election, by writing under their hands and ſeals, to be regiſtered at the next general quarter-ſeſſions of the peace for the ſaid riding, of the penalty of two thouſand pounds unto her majeſty, her heirs and ſucceſſors, to be taken by the ſame juſtices of the peace that approved of his ſecurity, conditioned for his true and faithful performance of his duty in the execution of his ſaid office; the ſame to be tranſmitted by the ſame juſtices of the peace within one month next after the date thereof, into the office of her majeſty's remembrancer of the exchequer, there to remain amongſt the records of the ſaid court.

When ſecurity to be void.

11. Provided that when any regiſter ſhall die, or ſurrender his office, and that within the ſpace of three years from and after ſuch death or ſurrender, no miſbehaviour appears to have been committed by ſuch regiſter in the execution of his ſaid office, then and in ſuch caſe, at the end of the ſaid three years after his death or ſurrender, the ſaid recognizance ſhall become void.

Attendance in the office.

12. And it is further enacted, that every ſuch regiſter, or his ſufficient deputy, ſhall give due attendance at his office every day in the week (except *Sundays* and holidays) between nine and twelve in the forenoon, and two and five in the afternoon, for the diſpatch of all buſineſs belonging to the ſaid office; and that every ſuch regiſter, or his deputy, as often as required, ſhall make ſearches concerning all memorials that are regiſtered as aforeſaid, and give certificates concerning the ſame under his hand, if required by any perſon.

What ſhall be paid for entering memorials;

13. And that every ſuch regiſter ſhall be allowed for the entry of every ſuch memorial as is by this act directed, the ſum of one ſhilling and no more, in caſe the ſame do not exceed 200 words; but if ſuch memorial ſhall exceed 200 words, then after the rate and proportion of 6*d.* an 100 for all the words contained in ſuch memorial, over and above the firſt 200 words;

and for certificates; and for ſearches.

and the like fees for the like number of words contained in every certificate or copy given out of the ſaid office, and no more;

and

and for every ſearch in the ſaid office, one ſhilling, and no more.

14. And if that any ſuch regiſter, or his deputy, ſhall neglect to perform his or their duty in the execution of the ſaid office, according to the rules and directions in this act mentioned; or commit, or ſuffer to be committed, any undue or fraudulent practice in the execution of the ſaid office, and be thereof lawfully convicted; that then ſuch regiſter ſhall forfeit his ſaid office, and pay treble damages, with full coſts of ſuit, to every ſuch perſon or perſons that ſhall be injured thereby; to be recovered by action of debt, &c. Penalty on regiſter, &c.

15. And that the perſon to be nominated as aforeſaid, upon the death of any regiſter, to execute the ſaid office during the time the ſame ſhall be vacant as aforeſaid, ſhall, before he enter upon the execution thereof, take the oath herein before appointed to be taken by ſuch regiſter and his deputy, before two or more juſtices of the peace for the ſaid riding: and that if ſuch perſon ſo nominated ſhall be lawfully convicted of any neglect, miſdemeanor, or fraudulent practice in the execution of the ſaid office during ſuch vacancy, he ſhall be liable to pay treble damages, with full coſts of ſuit, to every perſon that ſhall be injured thereby; to be recovered as aforeſaid. In vacancy oath to be taken.

16. Provided that this act ſhall not extend to any copyhold eſtates, or to any leaſes at a rack-rent, or to any leaſe not exceeding one and twenty years, where the actual poſſeſſion and occupation goeth along with the leaſe. Copyhold or leaſehold eſtates.

17. Provided that where there are more writings than one for making and perfecting any conveyance or ſecurity, which do name, mention, or any ways affect or concern the ſame honours, manors, lands, tenements or hereditaments, it ſhall be a ſufficient memorial and regiſter thereof, if all the ſaid honours, manors, lands, tenements and hereditaments, and the pariſhes, townſhips, hamlets, or extraparochial places where the ſame lie, be only once named or mentioned in the memorial, regiſter and certificate of any one of the deeds or writings made for the perfecting of ſuch conveyance or ſecurity; and that the dates of the reſt of the ſaid deeds or writings relating to the ſaid conveyance or ſecurity, with the names and additions of the parties and witneſſes, and the places of their abodes, be only ſet down in the memorials, regiſters and certificates of the ſame, with a reference to the deed or writing whereof the memorial is ſo regiſtered, that contains or expreſſes the parcels mentioned in all the ſaid deeds, and directions how to find the regiſtring of the ſame. Manors, &c. to be once named in the memorial, &c.

18. And that a memorial of ſuch deeds, conveyances and wills, as ſhall be made and executed, or publiſhed in *London*, or in any other place not within forty miles of the ſaid Weſt-riding, which do or may concern or affect any honours, manors, lands, tenements or hereditaments in the ſaid Weſt-riding, ſhall be entered or regiſtered by the aforeſaid regiſter, or his deputy, in caſe an affidavit ſworn before any one of the judges at *Weſtminſter*, or a maſter in Chancery, be brought with the ſaid memorial to the ſaid regiſter, or his deputy, wherein one of the witneſſes to the execution of ſuch deeds and conveyances ſhall ſwear he or ſhe ſaw the ſame executed, and the memorial ſigned and ſealed as aboveſaid, or wherein one of the witneſſes to the memorial of any will ſhall ſwear he or ſhe ſaw ſuch memorial ſigned and ſealed as aboveſaid; Deeds made in *London*, &c. of lands in the Weſt-riding, how to be regiſtred.

and the ſame ſhall be a ſufficient authority to the ſaid regiſter, or his deputy, to give the party that brings ſuch memorial and affidavit a certificate of the regiſtring ſuch memorial; which certificate ſigned by the ſaid regiſter, or his deputy, ſhall be taken and allowed as evidence of the regiſtries of the ſame memorials in all courts of record whatſoever.

Of forging memorials or certificates.

19. And that if any perſon or perſons ſhall at any time forge or counterfeit any ſuch memorial or certificate as are herein before mentioned and directed, and be thereof lawfully convicted, ſuch perſon or perſons ſhall incur and be liable to the penalties in *Stat.* of 5 *Eliz. againſt all forgers of falſe deeds and writings*: and that

Penalty on perſons for ſwearing themſelves.

if any perſon or perſons ſhall at any time forſwear himſelf before the ſaid regiſter, or his deputy, or before any judge or maſter in Chancery, in any of the caſes aforeſaid, and be thereof lawfully convicted, ſuch perſon or perſons ſhall incur and be liable to the ſame penalties as if the ſame oath had been made in any of the courts of record at *Weſtminſter*.

Memorials, wills, when to be valid.

20. Provided that all memorials of wills that ſhall be regiſtred in manner as aforeſaid, within the ſpace of ſix months after the death of every reſpective deviſor or teſtatrix dying in *England*, *Wales*, and town of *Berwick upon Tweed*, or within the ſpace of three years after the death of every reſpective deviſor or teſtatrix dying upon or in any parts beyond the ſeas, ſhall be as valid and effectual againſt ſubſequent purchaſers, as if the ſame had been regiſtered immediately after the death of ſuch reſpective deviſor or teſtatrix.

Of wills contelted.

21. Provided that in caſe the deviſee, or perſon or perſons intereſted in the honours, manors, lands, tenements or hereditaments deviſed by any ſuch will as aforeſaid, by reaſon of the conteſting ſuch will, or other inevitable difficulty, without his, her or their wilful neglect or default, ſhall be diſabled to exhibit a memorial for the regiſtry thereof within the reſpective times herein before limited; then and in ſuch caſe the regiſtry of the memorial within the ſpace of ſix months next after his, her or their attainment of ſuch will, or a probate thereof, or removal of the impediment, whereby he, ſhe or they are diſabled or hindered to exhibit ſuch memorial, ſhall be a ſufficient regiſtry within the meaning of this act.

Who is not to be regiſter.

22. And no member of parliament for the time being ſhall be capable of being choſen regiſter, or of executing by himſelf, or any other perſon, the ſaid office; or have, take or receive any fee, or other profit whatſoever, for or in reſpect thereof: nor ſhall any regiſter, or his deputy for the time being, be capable of being choſen a member to ſerve in parliament.

Public act.

23. This act ſhall be taken as a public act; and all judges and juſtices are hereby required as ſuch to take notice thereof, without ſpecial pleading the ſame.

An Abridgment of the 5th Anne, *for Inrollments of Bargains and Sales within the* Weſt-Riding *of the County of* York, *and for making the ſaid Regiſter more effectual.*

THIS ſtatute enacts, that from and after the four and twentieth day of *June*, in the year of our Lord one thouſand ſeven hundred and ſeven, all bargains and ſales of any manors, lands, tenements and hereditaments, ſituate, lying, and being within the ſaid *Weſt-riding*, which ſhall be inrolled before the ſaid regiſter, or his deputy for the time being, in the ſaid public office at *Wakefield*, ſhall be as good, effectual and available, to all intents and purpoſes whatſoever, as if the ſame had been inrolled in one of the queen's courts of record at *Weſtminſter*, or before the *cuſtos rotulorum*, and two juſtices of the peace, and the clerk of the peace of the ſaid *Weſt-riding*, or two of them, according to the aforeſaid act made in the twenty ſeventh year of the reign of king *Henry* the eighth; and the ſaid regiſter, or his deputy for the time being (together with one or more juſtice or juſtices of the peace for the ſaid riding) ſhall have power to take and enter the acknowledgment of the bargainer, if but one, or one of the bargainers, if more, in ſuch bargains and ſales; and ſhall well and ſufficiently inroll, by ingroſſing in parchment rolls, or parchment books, all ſuch bargains and ſales as ſhall for that purpoſe be acknowledged before him as aforeſaid; and ſhall endorſe a certificate on ſuch bargains and ſales, of the times of inrolling thereof, and ſign the ſame; and the rolls or books thereof ſhall ſafely keep in the ſaid public office, there to remain upon record amongſt the memorials of deeds there regiſtered.

From 24 *June*, 1707. all bargains and ſales of lands, &c. in Weſt riding of *Yorkſhire* inroll'd in regiſter's office at *Wakefield*, to be good in law as if inrolled at *Weſtminſter*. Inrollments to be in parchment,

II. That all deeds of bargain and ſale ſo inrolled in the ſaid public or regiſter-office, as aforeſaid, which ſhall appear to be ſo inrolled by an indorſement or certificate on the deeds of bargain and ſale, ſigned by the ſaid regiſter, or his deputy; and that all copies of the inrollments thereof remaining on record in the ſaid regiſter office, ſhall be allowed in all courts where ſuch bargains and ſales, or copies ſhall be produced, to be as good and ſufficient evidence as any bargains and ſales inrolled in any of the courts at *Weſtminſter*, and the copies of the inrollments thereof.

and allowed in all courts.

III. That every ſuch inrollment of every ſuch deed in the ſaid regiſter office, as aforeſaid, ſhall be deemed and adjudged to be the entering of a memorial thereof, purſuant to the ſaid act made in the ſecond year of her preſent majeſty's reign, and ſhall have the ſame force and effect upon the eſtate therein mentioned, in relation to all ſubſequent deeds, conveyances and wills, and to all other intents and purpoſes, as if a memorial of ſuch inrolled deed had been entered in the ſaid regiſter-office, purſuant to the ſame act.

Such inrollment deemed entering a memorial thereof.

IV. That no judgment, ſtatute or recognizance, (other than ſuch as ſhall be entered into, in the name, and upon the proper account of her majeſty, her heirs and ſucceſſors) which ſhall be obtained or entered into, after the ſaid four and twentieth day of *June*, in the ſaid year of our Lord one thouſand ſeven hundred and ſeven, ſhall affect or bind any manors, lands, tenements or hereditaments, ſituate, lying and being in the ſaid *Weſt-riding*, but only from the time that a memorial

No judgment, &c. to affect any manors, &c. in Weſt-riding, but from time that a memorial thereof be entered in regiſter's office

morial of ſuch judgment, ſtatute or recognizance ſhall be entered at the ſaid regiſter-office expreſſing and containing, in caſe of ſuch judgment, the names of the plaintiffs, and the names and additions therein of the defendants, the ſums thereby recovered, and the time of the ſigning thereof, and in caſe of ſtatutes and recognizances, expreſſing and containing the date of ſuch ſtatute, or recognizance, the names and additions of the cognizors and cognizees therein, and for what ſums, and before whom the ſame were acknowledged: and that in order to the making an entry of ſuch memorials of judgments, ſtatutes and recognizances, as aforeſaid, the party and parties deſiring the ſame, ſhall produce to, and leave with the ſaid regiſter, or his deputy, to be filed in the ſaid public or regiſter-office, a memorial of ſuch judgment, ſtatute or recognizance, ſigned by the proper officer, who ſhall ſign ſuch judgment, or his ſucceſſor in the ſame office, or by the proper officer in whoſe office ſuch ſtatute or recognizance ſhall be inrolled, together with an affidavit ſworn before one of the judges at *Weſtminſter*, or a maſter in Chancery, that ſuch memorial was duly ſigned by the officer whoſe name ſhall appear to be thereunto ſet; which memorial ſuch reſpective officer is hereby required to give ſuch plaintiff or plaintiffs, cognizee or cognizees, or his, her or their executors or adminiſtrators, or attorney, or any of them, he, ſhe, or they paying for the ſame the ſum of one ſhilling, and no more.

Manner of making entry.

Regiſter to enter ſuch memorials.

V. That the ſaid regiſter, or his deputy, ſhall make an entry, and likewiſe, if required, ſhall give a certificate in writing under his hand teſtified by two credible witneſſes, of every ſuch memoria of any judgment, ſtatute or recognizance brought to him to be ſo regiſtred, as aforeſaid, and therein mention the certain day on which ſuch memorial is ſo regiſtred or entered, expreſſing alſo in what book, page and number the ſame is entred.

Condition of regiſter's recogniz.nce.

VI. That the recognizance entered into by the preſent regiſter, and hereafter to be entered into by the regiſter for the time being, at the time of his being ſworn into the ſaid office of regiſter, conditioned for the true and faithful performance of his duty in the execution of his ſaid office, ſhall be deemed, adjudged and taken to ſtand and be to all intents and purpoſes a ſecurity, as well for the due inrollment, and ſafe keeping when inrolled, of the ſaid inrollments of all bargains and ſales that ſhall be inrolled before the ſaid regiſter, or his deputy, for the time being, by virtue of this preſent act; and for all other duties appointed by him to be done by this act; as for the true and faithful performance of his duty in the execution of his ſaid office of regiſter; and that the ſaid regiſter, and his deputy for the time being, ſhall be liable to the like breaches and forfeitures of the ſaid recognizance, for and in reſpect of any neglect or breach of his duty required of him by this preſent act, as for any neglect or breach of his duty in the execution of his ſaid office of regiſter.

The ſame fees as by 2 *Anna, cap.* 4.

VII. That the ſaid regiſter for the time being, ſhall be allowed for inrolling every ſuch bargain and ſale, and memorial, as aforeſaid, and for certificates, copies and ſearches reſpectively, the like reſpective fees that are, by the aforeſaid act made in the ſecond year of her preſent majeſty's reign, appointed for the entering memorials of deeds, conveyances and wills, and for certificates, copies and ſearches reſpectively, and no more.

VIII. That

VIII. That if any perſon or perſons ſhall at any time forge or counterfeit any entry of the acknowledgment of any bargainer in any ſuch bargain and ſale, as aforeſaid, or any ſuch memorial, certificate or indorſement as are herein mentioned or directed, and be thereof lawfully convicted, ſuch perſon or perſons ſhall incur, and be liable to ſuch pains and penalties as in and by an act of parliament made in the fifth year of queen *Elizabeth*, intituled, *An act againſt forgers of falſe deeds and writings*, are impoſed upon perſons for forging or publiſhing of falſe deeds, charters or writings ſealed, court-rolls or wills, whereby the freehold or inheritance of any perſon or perſons of, in or to any lands, tenements or hereditaments, ſhall or may be moleſted, troubled or charged: and that if any perſon or perſons ſhall at any time forſwear himſelf before the ſaid regiſter, or his deputy, or before any judge or maſter in Chancery, in any of the caſes herein mentioned, and be thereof lawfully convicted, ſuch perſon or perſons ſhall incur, and be liable to the ſame penalties, as if the ſame oath had been made in any of the courts of record at *Weſtminſter*.

Penalty on forging or counterfeiting entry.

5 *Eliz. c.* 14.

And on perſon forſwearing himſelf.

IX. That all certificates required by this act, or by the ſaid act made in the ſecond year of her preſent majeſty's reign, to be given by the ſaid regiſter, or his deputy, in caſe of ſearches in the ſaid public or regiſter-office, ſhall be ſigned by the ſaid regiſter, or his deputy, in the preſence of two credible perſons, who ſhall ſet their names thereto as witneſſes to the ſigning thereof.

Certificates to be ſigned by regiſter.

X. That in caſe of mortgages that ſhall be inrolled in the ſaid regiſter-office, purſuant to this act; or whereof memorials have been, or ſhall be entered, purſuant to the ſaid act made in the ſecond year of her preſent majeſty's reign; and alſo in caſe of judgments, ſtatutes and recognizances, whereof memorials ſhall be entered in the ſaid regiſter office, purſuant to this act; if at any time afterwards, a certificate ſhall be brought to the ſaid regiſter, or his deputy, ſigned by the reſpective mortgagors and mortgagees in ſuch mortgage, plaintiffs and defendants in ſuch judgment, cognizor and cognizees in ſuch ſtatute or recognizance reſpectively, their reſpective executors, adminiſtrators or aſſigns, and atteſted by two witneſſes, whereby it ſhall appear, that all monies due upon ſuch mortgage, judgment, ſtatute or recognizance reſpectively, have been paid or ſatisfied in diſcharge thereof; which witneſſes ſhall, upon their oath before the ſaid regiſter, or his deputy (who are hereby reſpectively impowered to adminiſter ſuch oath) prove ſuch monies to be ſatisfied or paid accordingly; and that they ſaw ſuch certificate ſigned by the ſaid mortgagors and mortgagees, plaintiffs and defendants, cognizors and cognizees reſpectively, their reſpective executors, adminiſtrators or aſſigns; that then, and in every ſuch caſe the ſaid regiſter, or his deputy, ſhall make an entry in the margents of the ſaid regiſter-books, againſt the inrollment of ſuch mortgage or regiſtry of the memorial thereof; and againſt the regiſtry of ſuch judgment, ſtatute or recognizance reſpectively, that ſuch mortgage, judgment, ſtatute or recognizance reſpectively, was ſatisfied and diſcharged, according to ſuch certificate, to which the ſame entry ſhall refer; and ſhall after file ſuch certificate, to remain upon record in the ſaid regiſter-office.

On certificate that money due on mortgage, &c. is paid, regiſter to make an entry thereof, &c. 2 & 3 *Anne, c.* 4.

XI. Provided nevertheleſs, that if any judgment, ſtatute or recognizance, be regiſtered in the ſaid regiſter-office, within thirty days after the

Proviſo in caſe of judgment entered in thirty days after ſigned.

the acknowledgment or ſigning thereof, all the lands that the defendant or cognizor had at the time of ſuch acknowledgment or ſigning, ſhall be bound thereby.

Act to be a public act.

XII. And this act ſhall be taken and allowed in all courts within this kingdom as a public act, and all judges, juſtices, and other perſons therein concerned, are hereby required, as ſuch, to take notice thereof, without ſpecial pleading the ſame.

An abridgment of the *ſtatute* 6 *Ann. c* 35. "for the public re-
" giſtring of all deeds, conveyances, wills, and other incumbrances
" that ſhall be made of, or that may affect any honours, manors,
" lands, tenements or hereditaments within the Eaſt-riding of the
" county of *York*, or the town and county of the town of *King-
" ſton upon Hull*, after the nine and twentieth day of *September*,
" 1708, and for rendering the regiſter in the Weſt-riding more com-
" pleat."

Eaſt-riding in *Yorkſhire*.

This ſtatute recites, that whereas the lands in the Eaſt-riding of the county of *York*, and in the town and county of the town of *Kingſton upon Hull*, are generally freehold, which may be ſo ſecretly transferred or conveyed from one perſon to another, that ſuch as are ill-diſpoſed have it in their power to commit frauds, and frequently do ſo, by means whereof ſeveral perſons (who through many years induſtry in their trades and employments, and by great frugality, have been enabled to purchaſe lands, or to lend monies on land ſecurity) have been undone in their purchaſes and mortgages, by prior and ſecret conveyances and fraudulent incumbrances, and not only themſelves but their whole families thereby utterly ruined: for remedy whereof, (at the humble requeſt of the juſtices of the peace, gentlemen and freeholders of the ſaid Eaſt-riding, and of the ſaid town and county of the town of *Kingſton upon Hull*) It is enacted,

A memorial to be regiſtred.

1. That a memorial of all deeds and conveyances, which after the 29th of *September*, 1708, ſhall be made and executed, and of all wills and deviſes in writing made, or to be made and publiſhed, where the deviſor or teſtatrix ſhall die after the ſaid nine and twentieth day of *September*, of or concerning, and whereby any honours, manors, lands, tenements or hereditaments in the ſaid Eaſt-riding, or in the ſaid town and county of the town of *Kingſton upon Hull*, may be any ways affected in law or equity, may be regiſtred in ſuch manner as herein after directed; and that every ſuch deed or conveyance that ſhall at any time after the ſaid nine and twentieth day of *September*, be made and executed, ſhall be adjudged fraudulent and void againſt any ſubſequent purchaſer or mortgagee for valuable conſideration, unleſs ſuch memorial thereof be regiſtred, as by this act is directed, before the regiſtring of the memorial of the deed or conveyance under which ſuch ſubſequent purchaſer or mortgagee ſhall claim: and that every ſuch deviſe by will ſhall be adjudged fraudulent and void againſt any ſubſequent purchaſer or mortgagee for a valuable conſideration, unleſs a memorial of ſuch will be regiſtred in ſuch manner as is herein after directed.

Method for regiſtring ſuch memorials.

2. And for ſettling and eſtabliſhing a certain method, with proper rules and directions for regiſtring ſuch memorials as aforeſaid, it is further enacted, that one public office for regiſtring ſuch memorials of and concerning any honours, manors, lands, tenements and hereditaments, that are ſituate, lying and being within the ſaid Eaſt-riding, or the ſaid

town

town and county of the town of *Kingſton upon Hull*, ſhall, (at the public charge of the ſaid Eaſt-riding, to be raiſed by the juſtices of the peace thereof at their general quarter-ſeſſions of the peace, in ſuch manner as they are impowered to raiſe money for the repairs of public or county bridges) be erected and eſtabliſhed at *Beverley*, the neareſt market-town to the center or middle of the ſaid Eaſt-riding, to be managed and executed by a fit and able perſon, to be from time to time elected and appointed in manner herein after directed, or his ſufficient deputy, and ſo continue in the ſaid office for ſo long time as he ſhall well demean himſelf therein. Where regiſter-office to be.

3. And it is further enacted, that all elections of a regiſter to be made or appointed by virtue of this act, ſhall be performed by balloting in manner following; that is to ſay, all the freeholders that at the time of any ſuch election have an eſtate of freehold of or in any lands, tenements or hereditaments within the ſaid Eaſt-riding, and the ſaid town and county of the town of *Kingſton upon Hull*, or in either of them, of the yearly value of one hundred pounds, to be determined by the oath of the elector, before the ſcrutators herein after mentioned, if any doubt ariſe touching the ſame, ſhall be electors of the ſaid regiſter, and that the juſtices of the peace for the ſaid Eaſt-riding, in that behalf aſſembled, or the major part of them, or any five of ſuch juſtices, to be appointed by ſuch major part, ſhall be ſcrutators of the ballot, who ſhall meet on the day and place of election, and there in the preſence of the electors ſhall place one or more glaſs veſſels, to be provided for that purpoſe, into which each elector preſent ſhall put one open paper, containing the name of ſuch perſon as he approves of to be regiſter; which papers ſhall be taken out again in the preſence of the ſaid ſcrutators, by a perſon by them in that behalf appointed; and the name or names of every perſon therein ſhall be once tranſcribed in diſtinct columns, and under each name ſhall be ſet down the number of their electors, which ſhall be deliberately caſt up by the ſaid ſcrutators, and the ſame ſhall be read over in the hearing, and fixed up in the view of the electors then preſent, and the perſon upon whom the majority ſhall fall ſhall be declared regiſter. Regiſter, how elected.

4. The election of a perſon to be the firſt regiſter ſhall be made at *Beverley* aforeſaid, upon the 13th of *July*, in the ſaid year 1708, in open court, between nine in the morning and three in the afternoon. Time and place of election.

5. When and as often as the ſaid office ſhall become vacant by the death, forfeiture or ſurrender of any ſuch regiſter, the juſtices of the peace for the ſaid Eaſt-riding, aſſembled at the general quarter-ſeſſions of the peace next after ſuch vacancy ſhall happen, or the major part of them, ſhall in open court declare the ſaid vacancy, and by order of the ſame ſeſſions ſhall appoint and prefix a certain day and time within the ſpace of one calendar month, and above three weeks enſuing the end of ſuch general quarter-ſeſſions, for the electors to aſſemble at *Beverley* aforeſaid, to chuſe a fit and able perſon in the manner aforeſaid, to ſupply the ſaid vacancy: and to the intent that all perſons qualified to be electors may have due notice of ſuch vacancy, and time of election of a ſucceeding regiſter, the clerk of the peace for the time being for the ſaid Eaſt-riding, ſhall forthwith cauſe copies of ſuch order, for the prefixing the time of ſuch election, to be delivered to the reſpective chief conſta- On regiſter's death another to be choſen.

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bles of the ſeveral wapentakes within the ſaid Eaſt-riding, who ſhall and are hereby required to publiſh the ſame in full market in every market-town within their reſpective wapentakes on the next market-day after the receipt thereof, and to affix the ſame in the moſt public place of reſort there.

Who ſhall be ſworn.

6. And every ſuch regiſter, before he enters upon the execution of the ſaid office, ſhall be ſworn before the juſtices of the peace for the ſaid riding, or any three or more of them that ſhall be preſent at his election, in theſe words:

Regiſter's oath.

You ſhall truly and faithfully perform and execute the office and duty that is directed and required by you to be done by act of parliament intitled, an act for the public regiſtring of all deeds, conveyances, wills and other incumbrances that ſhall be made of, or that may affect honours, manors, lands, tenements or hereditaments within the Eaſt-riding of the county of York, *or the town and county of the town of* Kingſton upon Hull *after the nine and twentieth day of* September, *one thouſand ſeven hundred and eight; and that you have not given or promiſed, directly or indirectly, nor authorized any perſon to give or promiſe any money, gratuity or reward whatſoever, for procuring or obtaining the ſaid office for you.*

So help you GOD.

Regiſter's deputy to take the ſame oath.

7. And when and as often as the ſaid regiſter ſhall appoint any deputy to execute the ſaid office, ſuch deputy ſhall, before he enters upon the execution thereof, take the ſaid oath appointed to be taken by the ſaid regiſter, before two or more of the juſtices of the peace for the ſaid riding

Who to execute the office on vacancy.

8. And upon the death of any ſuch regiſter, and until another election of a fit perſon to execute that office, ſhall be made in manner aforeſaid, the executors and adminiſtrators of the regiſter deceaſed, together with the ſureties for the ſaid regiſter, or the executors or adminiſtrators, ſhall appoint a proper perſon to execute the office of regiſter, for whoſe demeanor in the execution of the ſaid office, the ſecurity given for ſuch regiſter deceaſed ſhall be anſwerable.

To take the ſaid oath.

9. The perſon to be appointed as aforeſaid, upon the death of any regiſter, to execute the ſaid office during the time the ſame ſhall be vacant as aforeſaid, ſhall, before he enters upon the execution thereof, take the oath herein before appointed to be taken by ſuch regiſter and his deputy, before two or more juſtices of the peace for the ſaid riding; and if ſuch perſon ſo appointed ſhall be lawfully convicted of any neglect, miſdemeanor, or fraudulent practice in the execution of the ſaid office during ſuch vacancy, he ſhall be liable to pay treble damages, with full coſts of ſuit, to every perſon that ſhall be injured thereby, to be recovered as is herein after directed.

Penalties on neglects.

How memorials ſhall be written.

10. All and every memorial ſo to be entred or regiſtred ſhall be put into writing, in vellum or parchment, and brought to the ſaid office; and in caſe of deeds and conveyances, ſhall be under the hand and ſeal of ſome or one of the grantors, or ſome or one of the grantees, his or their heirs, executors or adminiſtrators, guardians or truſtees, attеſt-

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d by two witneſſes, one whereof to be one of the witneſſes to e execution of ſuch deed or conveyance; which witneſs ſhall upon s oath before the ſaid regiſter, or his deputy, prove the ſigning and ealing of ſuch memorial, and the execution of the deed or convey-ce mentioned in ſuch memorial; and in caſe of wills, the me-orials ſhall be under the hand and ſeal of ſome or one of the devi-ees, his or their heirs, executors or adminiſtrators, guardians or ruſtees, atteſted by two witneſſes, one whereof ſhall, upon his oath efore the ſaid regiſter, or his deputy, prove the ſigning and ſealing of ch memorial.

What every memorial ſhall contain.

11. Every memorial of any deed, conveyance or will, ſhall contain the y of the month and the year when ſuch deed, conveyance or will rs date, and the names and additions of all the parties to ſuch deed, nveyance and will, and the places of their abodes; and ſhall expreſs mention the honours, manors, lands, tenements and hereditaments otained in ſuch deed, conveyance or will, and the names of all the riſhes, townſhips, hamlets, precincts or extraparochial places within e ſaid Eaſt-riding, and the ſaid town and county of the town *Kingſton upon Hull*, or either of them, where any ſuch ho-rs, manors, lands, tenements or hereditaments are lying or be-g, that are given, granted, conveyed, deviſed, or any way affect-or charged by any ſuch deed, conveyance or will, in ſuch man-r as the ſame are expreſſed or mentioned in ſuch deed, conveyance d will, or to the ſame effect; and that every ſuch deed, convey-ce and will, or probate of the ſame, of which ſuch memorial is ſo to be giſtered as aforeſaid, ſhall be produced to the ſaid regiſter or his depu-, at the time of entering ſuch memorial, who ſhall endorſe a certifi-te on every ſuch deed, conveyance and will, or probate thereof, and erein mention the certain day, hour and time on which ſuch memorial ſo entered and regiſtered, expreſſing alſo in what book, page and num-r the ſame is entered; and the ſaid regiſter, or his deputy, ſhall n the ſaid certificate when ſo endorſed, which certificate ſhall be taken d allowed as evidence of ſuch reſpective regiſtries in all courts of re-rd whatſoever; and every page of ſuch regiſter-books, and eve-memorial that ſhall be entered therein ſhall be numbered, and the day the month, and the year and hour, or time of the day when every me-orial is regiſtered, ſhall be entered in the margents of the ſaid regiſter-ooks, and the ſaid memorial; and that every ſuch regiſter ſhall eep an alphabetical calendar of all pariſhes, extraparochial places and ownſhips within the ſaid Eaſt-riding, and the ſaid town and county the town of *Kingſton upon Hull*, with reference to the number of ery memorial that concerns the honours, manors, lands, tenements hereditaments in every ſuch pariſh, extraparochial place or townſhip reſpectively, and of the names of the parties mentioned in ſuch memo-ials; and that ſuch regiſter ſhall duly file every ſuch memorial in order time, as the ſame ſhall be brought to the ſaid office, and enter or re-iſter the ſaid memorials in the ſame order that they ſhall reſpectively come to his hand.

Certificate of regiſtring memorials.

Alphabetical Calendar,

Of memorials made in *London*, &c. concerning lands, &c. in the Eaſt riding.

12. And that a memorial of ſuch deeds, conveyances and wills, as hall be made and executed, or publiſhed in *London*, or in any other place not within forty miles of the ſaid Eaſt-riding, which do or may oncern or affect any honours, manors, lands, tenements or heredita-ments

ments in the ſaid Eaſt-riding, or the ſaid town and county of the town of *Kingſton upon Hull*, ſhall be entered and regiſtred by the aforeſaid regiſter, or his deputy, in caſe an affidavit ſworn before one of the judges at *Weſtminſter*, or a maſter in chancery, ordinary or extraordinary, be brought with the ſaid memorial to the ſaid regiſter, or his deputy, wherein one of the witneſſes to the execution of ſuch deeds and conveyances ſhall ſwear he or ſhe ſaw the ſame executed, and the memorial ſigned and ſealed as aforeſaid; and the ſame ſhall be a ſufficient authority to the ſaid regiſter, or his deputy, to give the party that brings ſuch memorial and affidavit a certificate of the regiſtring ſuch memorial, which certificate ſigned by the ſaid regiſter, or his deputy, ſhall be taken and allowed as evidence of the regiſtries of the ſame memorials in all courts of record whatſoever.

How memorials to be when ſeveral deeds of conveyance.

13. Provided that where there are more writings than one for making and perfecting any conveyance or ſecurity which do name, mention, or any ways affect or concern the ſame honours, manors, lands, tenements or hereditaments, it ſhall be a ſufficient memorial and regiſtry thereof, if all the ſaid honours, manors, lands, tenements or hereditaments, and the pariſhes, townſhips, hamlets, or extraparochial places wherein the ſame lie, be only once named or mentioned in the memorial, regiſter and certificate of any one of the deeds or writings made for the perfecting of ſuch conveyance or ſecurity; and that the dates of the reſt of the ſaid deeds or writings relating to the ſaid conveyance or ſecurity, with the names and additions of the parties and witneſſes, and the places of their abodes, be only ſet down in the memorials, regiſters and certificates of the ſame, with a reference to the deed or writing whereof the memorial is to regiſtered that contains or expreſſes the parcels mentioned in all the ſaid deeds, and directions how to find the regiſtring the ſame.

Memorials of wills, when to be regiſtred.

14. Provided alſo, that all memorials of wills that ſhall be regiſtred in manner as aforeſaid, within ſix months after the death of every reſpective deviſor or teſtatrix dying within the kingdom of *Great Britain*, or within three years after every reſpective deviſor or teſtatrix dying upon or in any parts beyond the ſeas, ſhall be as valid and effectual againſt ſubſequent purchaſers, as if the ſame had been regiſtered immediately after the death of ſuch reſpective deviſor or teſtatrix.

Of wills conteſted.

15. Provided always, that in caſe the deviſee, or perſon or perſons intereſted in the honours, manors, lands, tenements or hereditaments deviſed by any ſuch will as aforeſaid, by reaſon of the conteſting ſuch will, or other inevitable difficulty, without his, her or their wilful neglect or default, ſhall be diſabled to exhibit a memorial for the regiſtry thereof within the reſpective times herein before limited; and that ſuch memorial ſhall be entered in the ſaid office of ſuch conteſt or other impediment within the ſpace of ſix months after the deceaſe of ſuch deviſor or teſtatrix who ſhall die within the kingdom of *Great Britain*, or within the ſpace of three years next after the deceaſe of ſuch perſon who ſhall die upon or beyond the ſeas; then and in ſuch caſe the regiſtry of the memorial of ſuch will within ſix months next after his, her or their attainment of ſuch will, or a probate thereof, or removal of the impediment whereby he, ſhe or they are diſabled or hindered to exhibit

bit ſuch memorial, ſhall be a ſufficient regiſtry within the meaning of this act.

16. And whereas by an act of parliament made in the 27th year of the reign of king *Henry* the 8th, intitled, an act for inrolments of bargains and ſales, it is enacted, that no manors, lands, tenements or hereditaments, ſhall paſs, alter or change from one to another, whereby any eſtate of inheritance or freehold ſhall be made by reaſon only of any bargain and ſale thereof, except the ſaid bargain and ſale be made by writing indented, ſealed and inrolled in one of the king's courts of record at *Weſtminſter*, or elſe within the ſame county or counties where the ſame manors, lands, tenements or hereditaments ſo bargained or ſold lie or be, before the *cuſtos rotulorum*, and two juſtices of the peace, and the clerk of the peace of the ſame county or counties, or two of them at the leaſt, whereof the clerk of the peace to be one; which act hath been found by experience to be of little or no uſe within the ſaid Eaſt-riding, or the ſaid town and county of the town of *Kingſton upon Hull*, for that the clerks of the peace thereof reſpectively for the time being, who have the keeping of the ſaid inrolments within the ſaid reſpective places, are not by the ſaid act injoined to give any ſecurity for the ſafe keeping, nor under any penalty for the negligent keeping of the ſaid inrollments; nor is there by the ſaid act any certain place appointed for the keeping thereof: and whereas by this preſent act a public office is intended to be erected and eſtabliſhed at *Beverley* aforeſaid, at the public charge of the ſaid Eaſt-riding, for regiſtring and ſafe keeping memorials of all deeds, conveyances and wills as aforeſaid, and a public regiſter to be choſen, who according to the directions hereafter mentioned, is to give ſufficient ſecurity for the due execution of the ſaid office: for rendering, therefore, the ſaid act, made in the 27th of king *Henry* the 8th, more effectual and beneficial to the inhabitants of the ſaid Eaſt-riding, and of the town and county of the town of *Kingſton upon Hull*, it is further enacted, that after the ſaid 29th day of *September*, 1708 all bargains and ſales of any manors, lands, tenements and hereditaments, ſituate, lying and being within the ſaid Eaſt-riding, or the ſaid town and county of the town of *Kingſton upon Hull*, which ſhall be inrolled by the ſaid regiſter, or his deputy for the time being, in the ſaid public office at *Beverley*, ſhall be as good, effectual and available, to all intents and purpoſes whatſoever, as if the ſame had been inrolled in one of the queen's courts of record at *Weſtminſter*, or before the *cuſtos rotulorum*, and two juſtices of the peace, and the clerk of the peace of the ſaid Eaſt-riding, or of the ſaid town and county of the town of *Kingſton upon Hull*, or two of them, according to the aforeſaid act of the 27th of king *Henry* the 8th, or any other act now in force: and one or more juſtice or juſtices of the peace of the ſaid riding for the time being, ſhall have power to take and enter an acknowledgment of the bargainor, if but one, or one of the bargainors, if more, in ſuch bargains and ſales; and the ſaid regiſter, or his deputy for the time being, ſhall well and ſufficiently inroll by ingroſſing in parchment-books all ſuch bargains and ſales as ſhall for that purpoſe be acknowledged as aforeſaid, and ſhall indorſe a certificate on ſuch bargains and ſales of the times of inrolling thereof, and ſign the ſame; and the books thereof ſhall ſafely keep in the ſaid public office, there to remain upon record amongſt the memorials of deeds there regiſtred.

Recital of *Stat.* 27 *H.* 8.

And its effect in the Eaſt-riding.

Public office, where to be erected.

Of inrolling lands at *Beverley*.

17. And

Certificate of deeds regiſtred to be ſufficient evidence.

17. And that all deeds of bargain and ſale ſo inrolled in the ſaid public or regiſter-office as aforeſaid, which ſhall appear to be ſo inrolled by an indorſement or certificate on the ſaid deeds of bargain and ſale ſigned by the ſaid regiſter, or his deputy; and that all copies of the inrollments thereof remaining on record in the ſaid regiſter-office ſhall be allowed in all courts where ſuch bargains and ſales, or copies, ſhall be produced, to be as good and ſufficient evidence as any bargains and ſales inrolled in any of the courts at *Weſtminſter*, and the copies of the inrolments thereof.

Inrolment to be deemed the entering the memorial.

18. And that every ſuch inrolment of every ſuch deed in the ſaid regiſter-office as aforeſaid, ſhall be deemed and adjudged to be the entering of a memorial thereof purſuant to this act, and ſhall have the ſame force and effect upon the eſtate therein mentioned, in relation to all ſubſequent deeds, conveyances and wills, and to all other intents and purpoſes, as if a memorial of ſuch inrolled deed had been entred in the ſaid regiſter-office as aforeſaid, purſuant to this act.

Judgments, &c. when to affect lands in the Eaſt-riding, &c.

19. And that no judgment, ſtatute or recognizance (other than ſuch as ſhall be entred into in the name and upon the proper account of his majeſty, her heirs and ſucceſſors) which ſhall be obtained or entred after the ſaid 29th of *September*, in the ſaid year 1708, ſhall affect or bind any honours, manors, lands, tenements or hereditaments, ſituate lying and being in the ſaid Eaſt-riding, or in the ſaid town and county of the town of *Kingſton upon Hull*, but only from the time that a memorial of ſuch judgment, ſtatute or recognizance, ſhall be entered at the ſaid regiſter-office, expreſſing and containing, in caſe of ſuch judgment, the names of the plaintiffs, and the names and additions therein of the defendants, the ſums thereby recovered, and the times of the ſigning thereof; and in caſe of ſtatutes and recognizances, expreſſing and containing the date of ſuch ſtatute or recognizance, and the names and additions of the cognizors and cognizees therein, and for what ſums, and before whom the ſame were acknowledged; and that in order to the making and entry of ſuch memorials, judgments, ſtatutes and recognizances as aforeſaid, the party and parties deſiring the ſame, ſhall produce to and leave with the ſaid regiſter, or his deputy, to be filed in the ſaid public or regiſter-office, a memorial of ſuch judgment, ſtatute or recognizance, ſigned by the proper officer, or his deputy, who ſhall ſign ſuch judgment, or his ſucceſſor in the ſame office, or by the proper officer in whoſe office ſuch ſtatute or recognizance ſhall be inrolled, together with an affidavit, ſworn before one of the judges at *Weſtminſter*, or a maſter in chancery, that ſuch memorial was duly ſigned by the officer whoſe name ſhall appear to be thereunto ſet, which memorial the reſpective officer is hereby required to give ſuch plaintiff or plaintiffs, cognizee or cognizees, or his, her or their executors or adminiſtrators, or attorney, or any of them, he, ſhe or they paying for the ſame the ſum of one ſhilling, and no more.

Memorials of judgments, what to contain, &c.

Regiſter to enter the memorial and give a certificate.

20. And that the ſaid regiſter, or his deputy, ſhall make an entry and likewiſe (if required) ſhall give a certificate in writing under his hand, teſtified by two credible witneſſes, of every ſuch memorial of any judgment, ſtatute or recognizance brought to him to be ſo regiſtred as aforeſaid; and therein mention the certain day on which ſuch memorial

o regiſtred or entred, expreſſing alſo in what book, page and number ſame is entered.

Fees for entering memorials.

21. And that every ſuch regiſter ſhall be allowed for the entry every ſuch memorial as is by this act directed, the ſum of ſhilling, and no more, in caſe the ſame do not exceed 200 rds; but if ſuch memorial ſhall exceed 200 words, then after rate and proportion of 6*d.* a 100 for all the words conied in ſuch memorial, over and above the firſt 200 words; the like fees for the like number of words contained in eveſuch bargain and ſale as aforeſaid; and in every certificate or copy n out of the ſaid office, and no more; and for every ſearch in ſaid office, one ſhilling, and no more.

Attendance at the office.

22. And that every ſuch regiſter, or his ſufficient deputy, ſhall due attendance at his office every day in the week (except *days* and holidays) between nine and twelve in the forenoon, and and five in the afternoon, for the diſpatch of all buſineſs belong- to the ſaid office; and that every ſuch regiſter, or his deputy, ften as required, ſhall make ſearches concerning all memorials that regiſtered as aforeſaid, and give certificates concerning the ſame r his hand (if required by any perſon) teſtified by two credible neſſes.

Regiſter to give ſecurity.

23. And that every regiſter, at the time of his being ſworn into the office as aforeſaid, ſhall enter into a recognizance with two or more cient ſureties, (to be approved of by five or more of the juſtices of peace of the ſaid riding, that were preſent at his election, by writ- under their hands and ſeals, to be regiſtered at the next general ter-ſeſſions of the peace for the ſaid riding) of the penalty of two ſand pounds unto her majeſty, her heirs and ſucceſſors, to be taken the ſame juſtices of the peace that approved of his ſecurity, condi- ed for his true and faithful performance of his duty in the execution his ſaid office, in all things directed and required by this act; the e to be tranſmitted by the ſame juſtices of the peace within one nth next after the date thereof, into the office of her majeſty's re- mbancer of the exchequer, there to remain amongſt the records of ſaid court.

Penalty on neg.ect of duty.

24. That if any ſuch regiſter, or his deputy, ſhall neglect to perform or their duty in the execution of the ſaid office, according to the es and directions in this act mentioned; or commit, or ſuffer to be mmitted, any undue or fraudulent practice in the execution of the d office, and be thereof lawfully convicted; then ſuch regiſter ſhall feit his ſaid office, and pay treble damages with full coſts of ſuit every ſuch perſon or perſons as ſhall be injured thereby; to be covered by action of debt, &c. in any of her majeſty's courts of record *Weſtminſter*.

When recognizance to be void.

25. Provided nevertheleſs, that when any regiſter dies, or ſurrenders his office, and that within the ſpace of three years after is death or ſurrender no miſbehaviour appears to be committed by ch regiſter in the execution of the ſaid office, then at the end the ſaid three years after his death or ſurrender, the ſaid recognizance o entered into by him ſhall become void and of none effect to all intents nd purpoſes.

26. That

Of forging entry.

26. That if any perſon or perſons ſhall at any time forge or counterfeit any entry of the acknowledgment of any bargainor in any ſuch bargain and ſale as aforeſaid, or any ſuch memorial, certificate or indorſement as is herein mentioned or directed, and be thereof lawfully convicted, ſuch perſon or perſons ſhall incur and be liable to ſuch pains and penalties, as in and by an act, made in the fifth year of queen *Elizabeth*, intitled, *An act againſt forgers of falſe deeds and writings*, are impoſed upon perſons for forging and publiſhing of falſe deeds, charters or writings ſealed, court-rolls or wills, whereby the freehold or inheritance of any perſon or perſons of, in or to any lands, tenements or hereditaments, ſhall or may be moleſted, troubled or charged; and that if any perſon or perſons ſhall at any time forſwear himſelf before the ſaid regiſter, or his deputy, or before any judge or maſter in chancery, in any of the caſes herein mentioned, and be thereof lawfully convicted, ſuch perſon or perſons ſhall incur and be liable to the ſame penalties as if the ſame oath had been made in any of the courts of record at *Weſtminſter*.

Certificate of mortgages diſcharged.

27. That in caſe of mortgages, judgments, ſtatutes and recognizances, whereof memorials ſhall be entred in the ſaid regiſter-office purſuant to this act, if at any time afterwards a certificate ſhall be brought to the ſaid regiſter, or his deputy, ſigned by the reſpective mortgagor and mortgagees in ſuch mortgage, plaintiffs and defendants in ſuch judgment, cognizor and cognizees in ſuch ſtatute or recognizance, their reſpective executors, adminiſtrators or aſſigns, and atteſted by two witneſſes, whereby it ſhall appear that all monies due upon ſuch mortgage, judgment, ſtatute or recognizance reſpectively, have been paid or ſatisfied in diſcharge thereof; which witneſſes ſhall, upon their oath before the ſaid regiſter, or his deputy, prove ſuch monies to be ſatisfied or paid accordingly, and that they ſaw ſuch certificate ſigned by the ſaid mortgagors and mortgagees, plaintiffs and defendants, cognizors and cognizees reſpectively, their reſpective executors, adminiſtrators or aſſigns; that then and in every ſuch caſe the ſaid regiſter, or his deputy, ſhall make an entry in the ſaid margents of the ſaid regiſter-books againſt the regiſtry of the memorial of ſuch mortgage, judgment, ſtatute or recognizance reſpectively, that the ſame was ſatisfied and diſcharged according to ſuch certificate, to which the ſame entry ſhall refer, and ſhall after-file ſuch certificate, to remain upon record in the ſaid regiſter-office.

When judgments, &c. to be regiſtred.

28. Provided nevertheleſs, that if any judgment, ſtatute or recognizance be regiſtered in the ſaid regiſter-office within thirty days after the acknowledgment or ſigning thereof, all the lands that the defendants or cognizors had at the time of ſuch acknowledgment or ſigning ſhall be bound thereby.

This act not to extend to copyhold eſtates, &c.

29. Provided always, that this act ſhall not extend to any copyhold eſtates, or to any leaſes at a rack-rent, or to any leaſe not exceeding twenty-one years, where the actual poſſeſſion goeth along with the leaſe.

How bargains and ſales of fee ſimple eſtates ſhall be conſtrued.

30. That in all deeds of bargain and ſale hereafter inrolled in purſuance of this act, whereby an eſtate of inheritance in fee-ſimple is limited to the bargainee and his heirs, the words *grant*, *bargain and ſell*, ſhall amount to, and be conſtrued and adjudged in all courts of judicature to be expreſs covenants to the bargainee, his heirs and aſſigns, from the bargainor

bargainor for himſelf, his heirs, executors and adminiſtrators; that the bargainor, notwithſtanding any act done by him, was at the time of the execution of ſuch deed ſeiſed of the hereditaments and premiſſes thereby granted, bargained and ſold, of an indefeaſible eſtate in fee-ſimple, free from all incumbrances (rents and ſervices due to the lord of the fee only excepted) and for quiet enjoyment thereof againſt the bargainor, his heirs and aſſigns, and all claiming under him; and alſo for further aſſurance thereof to be made by the bargainor, his heirs and aſſigns, and all claiming under him, unleſs the ſame ſhall be reſtrained and limited by expreſs particular words contained in ſuch deed, and that the bargainee, his heirs, executors, adminiſtrators and aſſigns reſpectively ſhall and may, in any action to be brought, aſſign a breach or breaches thereupon, as they might do in caſe ſuch covenants were expreſsly inſerted in ſuch bargain and ſale.

Regiſter-books, how ſigned.

31. That every leaf of the aforeſaid regiſter-books and inrolment-books ſhall be ſigned by two juſtices of the peace for the ſaid riding (to be from time to time appointed by the juſtices of the peace thereof, or the major part of them, at their general quarter-ſeſſions of the peace aſſembled) who are hereby required to ſign the ſame accordingly; and that an entry thereof ſhall be made from time to time, by the clerk of the peace of the ſaid riding for the time being, in the order-book of the ſaid ſeſſions, and ſigned by the ſame juſtices of the peace that ſhall from time to time ſign the ſaid regiſter-books and inrolment-books, to remain upon record amongſt the records of the ſaid ſeſſions; and that a like entry ſhall be made upon record, and ſigned as aforeſaid, of the number of the ſame books, and how called or marked, and how many pages each of them contains, that are at any time and from time to time uſed in the ſaid regiſter-office.

Who not to be regiſter.

32. That no member of parliament for the time being ſhall be capable of being choſen regiſter, or of executing by himſelf, or any other perſon, the ſaid office; or have, take or receive any fee, or other profit whatſoever, for or in reſpect thereof; nor ſhall any regiſter, or his deputy for the time being, be capable of being choſen a member to ſerve in parliament.

This a public act.

33. That this act ſhall be taken and allowed in all courts within this kingdom as a public act; and all judges, juſtices, and other perſons therein concerned, are hereby required as ſuch to take notice thereof, without ſpecial pleading the ſame.

Recital of *Stat. 2 Ann. c. 4. 5 Ann. c. 18.*

34. And whereas an act of parliament, made in the ſecond year of her preſent majeſty's reign, intitled, An act for the public regiſtring of all deeds, conveyances and wills, that ſhall be made of any honours, manors, lands, tenements or hereditaments within the Weſt-riding of the county of *York*, after the 29th day of *September*, 1704; and alſo one other act, made in the (*a*) fifth year of her preſent majeſty's reign, intitled, An Act for inrolment of bargains and ſales within the Weſt-riding of the county of *York*, in the regiſter-office there lately provided; and for making the ſaid regiſter more effectual, were of very good deſign, but have been found by experience to be defective in ſeveral particulars, for which apt remedy is provided by the method of this act, in and for the ſaid Eaſt-riding of the county of *York*, and the town and county of the town of *Kingſton upon Hull*; it is enacted, that from and after the ſaid 29th day of *September*, 1708, all and every the proviſions,

(*a*) See this act, tit. *Bargain and ſale* 2d.

Weſt-riding the clauſes in this act, not contained in the ſaid recited acts to affect all honours, &c. in the Weſt-riding.

ſions, clauſes, articles, matters and things in this preſent act contained, concerning the ſaid Eaſt-riding, and the town and county of the town of *Kingſton upon Hull*, and not provided for or contained in the ſaid recited acts, or either of them, ſhall extend unto and affect all honours, manors, lands, tenements and hereditaments, ſituate, lying and being within the ſaid Weſt-riding, (the mortgage or purchaſe whereof ſhall exceed the ſum of fifty pounds) as effectually as if the ſame and every of them were reſpectively inſerted and contained in the ſaid recited acts, and that from and after the ſaid 29th day of *September*, 1708, all and every perſon and perſons in the execution of the ſaid recited acts reſpectively within the ſaid Weſt-riding, ſhall conform unto and duly obſerve the alterations, additional proviſions, orders, rules and directions of this preſent act, as to the honours, manors, lands, tenements and hereditaments, ſituate, lying and being within the ſaid Weſt riding, and every matter and thing relating thereunto, in like manner as is by this act required and injoined to be done within the ſaid Eaſt-riding, as to the honours, &c. within the ſaid Eaſt-riding, and town and county of the town of *Kingſton upon Hull*, or any matter or thing relating thereunto.

An abridgment of the *ſtat. 7 Ann. c.* 20. " For the public regiſtring " of deeds, conveyances and wills, and other incumbrances that ſhall be " of, or that may affect any honours, manors, lands, tenements or " hereditaments, within the county of *Middleſex*, after the 29th day " of *September*, 1709."

Of regiſtring deeds and wills, &c. in *Middleſex*.

Whereas by the different and ſecret ways of conveying lands, tenements and hereditaments, ſuch as are ill-diſpoſed have it in their power to commit frauds, and frequently do ſo, by means whereof ſeveral perſons (who through many years induſtry in their trades and employments and by great frugality, have been enabled to purchaſe lands, or to lend monies on land-ſecurity) have been undone in their purchaſes and mortgages, by prior and ſecret conveyances and fraudulent incumbrances, and not only themſelves but their whole families thereby utterly ruined: for remedy whereof, (at the humble requeſt of the juſtices of the peace, gentlemen and freeholders of the county of *Middleſex*) It is enacted,

A memorial to be made.

That a memorial of all deeds and conveyances which from and after the 29th day of *September*, in the year of our Lord 1709, ſhall be made and executed, and of all wills and deviſes in writing, made or to be made and publiſhed, where the deviſor or teſtatrix ſhall die, after the ſaid 29th day of *September*, of or concerning and whereby any honours, manors, lands, tenements or hereditaments in the ſaid county, may be any ways affected in law or equity, may be regiſtred in ſuch a manner as herein after directed; and that every ſuch deed or conveyance, that ſhall at any time after the ſaid 29th day of *September*, be made and executed, ſhall be adjudged fraudulent and void againſt any ſubſequent purchaſer or mortgagee for valuable conſideration, unleſs ſuch memorial thereof be regiſtered, as by this act is directed, before the regiſtring of the memorial of the deed or conveyance under which ſuch ſubſequent purchaſer or mortgagee ſhall claim: And that every ſuch deed by will, ſhall be adjudged fraudulent and void againſt any ſubſequent purchaſer or mortgagee for valuable conſideration, unleſs a memo-

of ſuch will be regiſtred at ſuch times and in ſuch manner as is herein after directed.

And for ſettling and eſtabliſhing a certain method, with proper rules and directions for regiſtring ſuch memorials as aforeſaid, it is further enacted, That one public office for regiſtring ſuch memorials of and concerning any honours, manors, lands, tenements and hereditaments, that are ſituate, lying and being within the ſaid county, ſhall be erected and eſtabliſhed in manner following; that is to ſay, that for the better and more effectual putting in execution the matters and things in this act contained, the ſworn clerk to execute the office of inrolment in the high court of chancery, who is appointed to inrol for the county of *Middleſex*, the chief clerk to inrol pleas of the queen's bench, the clerk of the warrants in the court of common pleas, and the queen's remembrancer, or his deputy, in the court of exchequer, ſhall be the regiſters or maſters of the office for the matters and things in this act contained; and alſo ſhall and may from time to time nominate and appoint one or more able and ſufficient perſon or perſons, for whom they ſhall be accountable, to be their deputy or deputies; which ſaid regiſters, or their deputies, ſhall well and truly do and perform all and every the matters and things intended by this act to be done and performed, in ſome convenient office or place, to be provided by the ſaid clerks or regiſters in or (*a*) near ſome of the inns of court or chancery, whereto all perſons may have free reſort at the times appointed by this act; and that the ſaid clerks or regiſters ſhall preſent ſuch deputy or deputies to the lord high chancellor, or lord keeper, or lords commiſſioners of the great ſeal of *Great Britain*, to the chief juſtice of the queen's bench, to the chief juſtice of common pleas, and to the chief baron of the court of exchequer for the time being, to be by them, or any three of them, approved of, before ſuch deputy or deputies ſhall and may be diſplaced and removed by the ſaid lord high chancellor, or lord keeper, or lords commiſſioners of the great ſeal, the chief juſtices of the queen's bench and common pleas, and chief baron, or any three of them, by any writing under their hands and ſeals; and that the ſaid lord chancellor, or lord keeper, or lords commiſſioners of the great ſeal, the two chief juſtices and chief barons, or any three of them, ſhall from time to time have full power and authority to make ſuch rules and orders for the better managing and government of the ſaid office, agreeable to the form and true intention of this act, as they ſhall find convenient and neceſſary.

Regiſter office erected.

Who to be regiſters.

Deputies.

(*a*) The office is in the upper end of *Bell Yard* near *Lincoln's Inn*.

And that every ſuch regiſter or maſter, before he enters upon the execution of the ſaid office, ſhall be ſworn before the lord chancellor, or lord keeper, or lords commiſſioners of the great ſeal of *Great Britain*, or the chief juſtice of the queen's bench, chief juſtice of the common pleas, and chief baron of the court of exchequer, or any one of them, in theſe words:

Regiſter to be ſworn.

You ſhall ſwear, that you will truly and faithfully perform and execute the office and duty that is directed and required by you to be done by an act of parliament, intitled, An Act for the public regiſtring of deeds, conveyances and wills, and other incumbrances, that ſhall be made of, or that may affect any honours, manors, lands, tenements or hereditaments within the county of Middleſex, after the 29th day of September, 1709, *and that you have not*

given or promiſed, directly or indirectly, nor authorized any perſon to give or promiſe any money, gratuity or reward whatſoever, for procuring or obtaining the ſaid office for you.

So help you GOD.

Miſdemeanors.

And that if ſuch perſon ſo appointed regiſter or maſter ſhall be lawfully convicted of any neglect, miſdemeanor, or fraudulent practice in the execution of the ſaid office, he ſhall be liable to pay treble damages, with full coſts of ſuit, to every perſon that ſhall be injured thereby: to be recovered as is herein after directed.

Memorials how written.

And that all and every memorial ſo to be entred and regiſtred ſhall be put into writing, in vellum or parchment, and brought to the ſaid office; and in caſe of deeds and conveyances, ſhall be under the hand and ſeal of ſome or one of the grantors, or ſome or one of the grantees, his or their heirs, executors or adminiſtrators, guardians or truſtees, atteſted by two witneſſes, one whereof to be one of the witneſſes to the execution of ſuch deed or conveyance; which witneſs ſhall upon his oath before one of the ſaid regiſters or maſters, or before a maſter in chancery, ordinary or extraordinary, prove the ſigning and ſealing of ſuch memorial, and the execution of the deed or conveyance mentioned in ſuch memorial; and in caſe of wills, the memorials ſhall be under the hand and ſeal of ſome or one of the deviſees, his or their heirs, executors or adminiſtrators, guardians or truſtees, atteſted by two witneſſes, one whereof ſhall, upon his oath before the ſaid regiſters or maſters, or before ſuch maſter in chancery as aforeſaid, prove the ſigning and ſealing of ſuch memorial; and ſhall indorſe a certificate thereof on every ſuch memorial, and ſign the ſame.

Certificate.

What memorials ſhall contain.

And that every memorial of any deed, conveyance or will, ſhall contain the day of the month and the year when ſuch deed, conveyance or will bears date, and the names and additions of all the parties to ſuch deed or conveyance, and of the deviſor or teſtatrix of ſuch will, and of all the witneſſes to ſuch deed, conveyance or will, and the places of their abodes; and ſhall expreſs or mention the honours, manors, lands, tenements or hereditaments contained in ſuch deed, conveyance or will, and the names of all the pariſhes, townſhips, hamlets, precincts or extraparochial places within the ſaid county, where any ſuch honours, manors, lands, tenements or hereditaments are lying or being, that are given, granted, conveyed, deviſed, or any way affected or charged by any ſuch deed, conveyance or will, in ſuch manner as the ſame are expreſſed or mentioned in ſuch deed, conveyance or will, or to the ſame effect; and that every ſuch deed, conveyance and will, or probate of the ſame, of which ſuch memorial is ſo to be regiſtered as aforeſaid, ſhall be produced to the ſaid regiſters or maſters at the time of entering ſuch memorial, who ſhall endorſe a certificate on every ſuch deed, conveyance and will, or probate thereof, and therein mention the certain day, hour and time on which ſuch memorial is ſo entered or regiſtered, expreſſing alſo in what book, page and number the ſame is entered; and that the ſaid regiſters or maſters, ſhall ſign the ſaid certificate when ſo endorſed, which certificate ſhall be taken and allowed as evidence of ſuch reſpective regiſtries in all courts of record whatſoever; and that every page of ſuch regiſter-books, and every

ry memorial that ſhall be entered therein ſhall be numbered, and the day of the month, and the year and hour, or time of the day when every memorial is regiſtered, ſhall be entered in the margents of the ſaid regiſter-books, and in the margents of the ſaid memorial; and that every ſuch regiſter or maſter ſhall keep an alphabetical calendar of all pariſhes, extraparochial places and townſhips within the ſaid county, with reference to the number of every memorial that concerns the honours, manors, lands, tenements or hereditaments in every ſuch pariſh, extraparochial place or townſhip reſpectively, and of the names of the parties mentioned in ſuch memorials; and that ſuch regiſter or maſter ſhall duly file every ſuch memorial in order of time, as the ſame ſhall be brought to the ſaid office, and enter or regiſter the ſaid memorials in the ſame order that they ſhall reſpectively come to his hands

Alphabetical calendar.

Provided always, that where there are more writings than one for making and perfecting any conveyance or ſecurity which do name, mention, or any ways affect or concern the ſame honours, manors, lands, tenements or hereditaments, it ſhall be a ſufficient memorial and regiſter thereof, if all the ſaid honours, manors, lands, tenements or hereditaments, and the pariſhes, townſhips, hamlets, or extraparochial places wherein the ſame lie, be only once named or mentioned in the memorial or regiſter of any one of the deeds or writings made for the perfecting of ſuch conveyance or ſecurity; and that the dates of the reſt of the ſaid deeds or writings relating to the ſaid conveyance or ſecurity, with the names and additions of the parties and witneſſes, and the places of their abodes, be only ſet down in the memorials and regiſters of the ſame, with a reference to the deed or writing whereof the memorial is ſo regiſtered, that contains or expreſſes the parcels mentioned in all the ſaid deeds, and directions how to find the regiſtring the ſame.

How memorials to be where there are many deeds, &c.

14. Provided alſo, that all memorials of wills that ſhall be regiſtred in manner as aforeſaid, within the ſpace of ſix months after the death of every reſpective deviſor or teſtatrix dying within *Great Britain*, or within three years after the death of every reſpective deviſor or teſtatrix dying upon the ſea, or in any part beyond the ſeas, ſhall be as valid and effectual againſt ſubſequent purchaſers, as if the ſame had been regiſtered immediately after the death of ſuch reſpective deviſor or teſtatrix.

Wills, when valid.

Provided always, that in caſe the deviſee, or perſon or perſons intereſted in the honours, manors, lands, tenements or hereditaments deviſed by any ſuch will as aforeſaid, by reaſon of the concealment or ſuppreſſion, or conteſting ſuch will, or other inevitable difficulty, without his, her or their wilful neglect or default, ſhall be diſabled to exhibit a memorial for the regiſtry thereof within the reſpective times herein before limited; and that a memorial ſhall be entered in the ſaid office of ſuch conteſt or other impediment within the ſpace of two years after the death of ſuch deviſor or teſtatrix who ſhall die within the kingdom of *Great Britain*, or within the ſpace of four years next after the deceaſe of ſuch perſon who ſhall die upon the ſea, or beyond the ſeas; then and in ſuch caſe the regiſtry of the memorial of ſuch will within the ſpace of ſix months next after his, her or their attainment of ſuch will, or a probate thereof, or removal of the impediment whereby he, ſhe or they are diſabled or

hindered to exhibit ſuch memorial, ſhall be a ſufficient regiſtry within the meaning of this act.

Provided nevertheleſs, that in caſe of any concealment or ſuppreſſion of any will or deviſe, any purchaſer or purchaſers ſhall not be diſturbed or defeated in his or their purchaſe, unleſs the will be actually regiſtred within five years after the death of the deviſor or teſtatrix.

Regiſter's fees.

And it is further enacted, that every ſuch regiſter or maſter ſhall be allowed for the entry of every ſuch memorial as is by this act directed, the ſum of one ſhilling, and no more, in caſe the ſame do not exceed 200 words; but if ſuch memorial ſhall exceed 200 words, then after the rate and proportion of *6d.* an 100 for all the words contained in ſuch memorial, over and above the firſt 200 words; and the like fees for the like number of words contained in every certificate or copy given out of the ſaid office, and no more; and for every ſearch in the ſaid office, one ſhilling, and no more.

Attendance at the office.

And it is further enacted, that every ſuch regiſter or maſter ſhall give due attendance at his office every day in the week (except *Sundays* and holidays) between the hours of nine and twelve in the forenoon, and the hours of two and five in the afternoon, for the diſpatch of all buſineſs belonging to the ſaid office; and that every ſuch regiſter or maſter, as often as required, ſhall make ſearches concerning all memorials that are regiſtered as aforeſaid, and give certificates concerning the ſame under his hand (if required by any perſon) teſtified by two credible witneſſes.

Regiſter to give ſecurity.

And that each of the ſaid regiſters or maſters, at the time of his being ſworn into the ſaid office as aforeſaid, ſhall enter into a recognizance with two or more ſufficient ſureties, (to be approved of by the lord chancellor, or lord keeper, or lords commiſſioners of the great ſeal of *Great Britain*, or the chief juſtice of the queen's bench, chief juſtice of the common pleas, and chief baron of the court of exchequer, or any one of them) of the penalty of two thouſand pounds unto her majeſty, her heirs and ſucceſſors, to be taken by one of the ſaid chief juſtices, conditioned for his true and faithful performance of his duty in the execution of his ſaid office, in all things directed and required by this act, the ſame to be tranſmitted by ſuch chief juſtice within one month next after the date thereof, into the office of her majeſty's remembrancer of the exchequer, there to remain amongſt the records of the ſaid court.

Of forging entries.

And that the damages before mentioned to be forfeited by any ſuch regiſter or maſter for any neglect, miſdemeanor or fraudulent practice in the execution of his office, ſhall be recovered by action of debt, &c. in any of her majeſty's courts of record at *Weſtminſter*.

And that if any perſon or perſons ſhall at any time forge or counterfeit any entry of the acknowledgment of any ſuch memorial, certificate or indorſement as are herein mentioned or directed, and be thereof lawfully convicted, ſuch perſon or perſons ſhall incur and be liable to ſuch pains and penalties, as in and by an act, made in the fifth year of queen *Elizabeth*, intitled, *An act againſt forgers of falſe deeds and writings*, are impoſed upon perſons for forging and publiſhing of falſe deeds, charters or writings ſealed, court-rolls or wills, whereby the freehold or inheritance of any perſon or perſons, of, in, or to any lands, tenements or hereditaments, ſhall

ſhall or may be moleſted, troubled or charged; and that if any perſon or perſons ſhall at any time forſwear himſelf before the ſaid regiſters or maſters, or before any judge or maſter in chancery, in any of the caſes herein mentioned, and be thereof lawfully convicted, ſuch perſon or perſons ſhall incur and be liable to the ſame penalties as if the ſame oath had been made in any of the courts of record at *Weſtminſter*.

Certificate of mortgages diſcharged.

And that in caſe of mortgages whereof memorials ſhall be entered in the ſaid regiſter-office purſuant to this act, if at any time afterwards a certificate ſhall be brought to the ſaid regiſters or maſters, ſigned by the mortgagee or mortgagees in ſuch mortgage, his, her or their executors, adminiſtrators or aſſigns, and atteſted by two witneſſes, whereby it ſhall appear that all monies due upon ſuch mortgage have been paid or ſatisfied in diſcharge thereof; which witneſſes ſhall, upon their oaths before the ſaid regiſters or maſters, or before a maſter in chancery, ordinary or extraordinary, prove ſuch monies to be ſatisfied or paid accordingly, and that they ſaw ſuch certificate ſigned by the ſaid mortgagee or mortgagees, his, her or their executors, adminiſtrators or aſſigns; that then and in every ſuch caſe the ſaid regiſters or maſters, ſhall make an entry in the margents of the ſaid regiſter-books againſt the regiſtry of the memorial of ſuch mortgage, that ſuch mortgage was ſatisfied and diſcharged according to ſuch certificate, to which the ſame entry ſhall refer, and ſhall after file ſuch certificate, to remain upon record in the ſaid regiſter-office.

What this act ſhall not extend to.

Provided always that this act ſhall not extend to any copyhold eſtates, or to any leaſes at a rack-rent, or to any leaſe not exceeding twenty-one years, where the actual poſſeſſion and occupation goeth along with the leaſe, or to any of the chambers in *Serjeant's Inn*, the Inns of Court, or Inns of Chancery.

When judgments, &c. to affect lands, &c. in *Middleſex*.

And it is further enacted, That no judgment, ſtatute or recognizance, (other than ſuch as ſhall be entered into, in the name, and upon the proper account of her majeſty, her heirs and ſucceſſors) which ſhall be obtained or entered into, after the ſaid 29th day of *September*, in the year of our Lord, 1709, ſhall affect or bind any honours, manors, lands, tenements or hereditaments, ſituate, lying and being in the ſaid county of *Middleſex*, but only from the time that a memorial of ſuch judgment, ſtatute or recognizance, ſhall be entered at the ſaid regiſter-office, expreſſing and containing, in caſe of ſuch judgment, the names of the plaintiffs, and the names, additions and places of abode (if any ſuch be in ſuch judgment) of the defendants, the ſums thereby recovered, and the time of the ſigning thereof, and in caſe of ſtatutes and recognizances, expreſſing and containing the date of ſuch ſtatute, or recognizance, the names, additions and places of abode of the cognizors and cognizees therein, and for what ſums, and before whom the ſame were acknowledged: and that in order to the making an entry of ſuch memorials of judgments, ſtatutes and recognizances, as aforeſaid, the party and parties deſiring the ſame, ſhall produce to, and leave with the ſaid regiſters or maſters, to be filed in the ſaid public or regiſter-office, a memorial of ſuch judgment, ſtatute or recognizance, ſigned by the proper officer, or his deputy, who ſhall ſign ſuch judgment in the ſame office, or by the proper officer in whoſe office ſuch ſtatute or recognizance ſhall be inrolled, together

Memorials of judgments, &c.

ther with an affidavit ſworn before one of the judges at *Weſtminſter*, or a Maſter in Chancery, that ſuch memorial was duly ſigned by the officer whoſe name ſhall appear to be thereunto ſet; which memorial ſuch reſpective officer is hereby required to give ſuch plaintiff or plaintiffs, cognizee or cognizees, or his, her or their executors or adminiſtrators, or attorney, or any of them, he, ſhe, or they paying for the ſame the ſum of one ſhilling, and no more.

And that the ſaid regiſter or maſter ſhall make an entry, and likewiſe (if required) ſhall give a certificate in writing under his hand, teſtified by two credible witneſſes, of every ſuch memorial of any judgment, ſtatute or recognizance brought to him to be regiſtred as aforeſaid, and therein mention the certain day on which ſuch memorial is ſo regiſtred or entred, expreſſing alſo in what book, page and number the ſame is entered.

This a public act.

And that this act ſhall be taken and allowed in all courts within this kingdom as a public act; and that all judges, juſtices and other perſons therein concerned, are hereby required as ſuch to take notice thereof, without ſpecial pleading the ſame.

Who not to be regiſter.

And that no member of parliament ſhall be capable of being regiſter, or of executing by himſelf, or any other perſon or perſons the ſaid office; or to have, take or receive any fee, or other profit whatſoever, iſſuing out of the ſaid office, or for or in reſpect thereof: Nor ſhall any ſuch regiſter, or his deputy, or any perſon or perſons receiving profits out of the ſaid office, be at any time hereafter capable of being, or being choſen a member to ſerve in parliament.

North-riding of *Yorkſhire*.

An abridgment of *Stat.* 8. *G.* 2. *c.* 6. intitled, "An Act for the "public regiſtring of all deeds, conveyances, wills, and other incum"brances that ſhall be made of, or that may affect any honours, ma"nors, lands, tenements or hereditaments within the North-riding of "the county of *York*, after the 29th of *September*, 1736.

Preamble.

This act recites, That whereas the lands in the North-riding of the county of *York*, are generally freehold, which may be ſo ſecretly transferred or conveyed from one perſon to another, and incumbered, that ſuch perſons as are ill diſpoſed have it in their power to commit fraud and frequently do ſo; by means whereof ſeveral perſons, who through many years induſtry in their trades and employments, and by great frugality, have been enabled to purchaſe lands, (or to lend monies on land ſecurity) have been undone in their purchaſes and mortgages, by private and ſecret conveyances and fraudulent incumbrances, and not only themſelves but their whole families thereby utterly ruined: For remedy whereof, (at the humble requeſt of the juſtices of the peace, gentlemen and freeholders of the ſaid North riding), It is enacted,

Memorials to be regiſtred.

I That a memorial of all deeds and conveyances, which from and after the 29th day of *September*, 1736, ſhall be made and executed, and of all wills and deviſes in writing made, or to be made and publiſhed, where the deviſor or teſtatrix ſhall die after the ſaid 29th day of *September*, 1736, and of all judgments, ſtatutes and recognizances (other than ſuch as ſhall be entered into in the name and upon the proper account of his majeſty, his heirs and ſucceſſors) which ſhall be obtained or entered into after

after the ſaid 29th day of *September*, 1736, of or concerning, or whereby any honours, manors, lands, tenements or hereditaments in the ſaid North-riding, may be any ways affected in law or equity, may be regiſtred in ſuch manner as is herein after directed; and that every ſuch deed or conveyance, judgment, ſtatute or recognizance, that ſhall at any time after the ſaid 29th day of *September*, 1736, be made and executed, obtained or entered into, ſhall be adjudged fraudulent and void againſt any ſubſequent purchaſer or mortgagee, plaintiff or cognizee, for or upon valuable conſideration, unleſs ſuch memorial thereof be regiſtred, as by this act is directed, before the regiſtring of the memorial of the deed or conveyance, judgment, ſtatute or recognizance, under which ſuch ſubſequent purchaſer or mortgagee, plaintiff or cognizee, ſhall claim: and that every ſuch deviſe by will ſhall be adjudged fraudulent and void againſt any ſubſequent purchaſer or mortgagee, plaintiff or cognizee, for or upon valuable conſideration, unleſs a memorial of ſuch will be regiſtred in ſuch manner as is herein after directed.

Where regiſter's office to be.

2. And for the better ſettling and eſtabliſhing a certain method, with proper rules and directions for regiſtring ſuch memorials as aforeſaid, it is enacted, that one public office for regiſtring ſuch memorials of and concerning any honours, manors, lands, tenements and hereditaments, that are ſituate, lying and being within the ſaid North-riding, ſhall be erected and eſtabliſhed at ſuch market-town as the juſtices of the peace, or the major part of them, aſſembled at their general quarter-ſeſſions in and for the ſaid North-riding, which ſhall be held at *Northallerton* on the 17th day of *June*, 1735, ſhall agree and adjudge to be the neareſt market-town to the center or middle of the ſaid North-riding, to be managed and executed by a fit and able perſon, to be from time to time elected and appointed in manner herein after directed, or his ſufficient deputy, and to continue in the ſaid office for ſo long time as he ſhall well demean himſelf therein.

Charges, how paid.

3. Provided that the coſts and charges of procuring and paſſing of this act of parliament, and in erecting and eſtabliſhing of the ſaid public regiſter, ſhall be at the public charge of the ſaid North-riding; which coſts, charges and expences, ſhall be raiſed by the juſtices of the peace of the ſaid North-riding at their general quarter-ſeſſions of the peace, in ſuch manner as they are impowered to raiſe money for repairs of public or county bridges.

Regiſter, how choſen.

4. And it is enacted, That all elections of a regiſter to be made or appointed by virtue of this act, ſhall be performed by balloting in manner following; that is to ſay, All the freeholders of the age of twenty-one years, that at the time of any ſuch election have an eſtate of freehold of or in any lands, tenements or hereditaments within the ſaid North-riding, of the yearly value of 100*l.* to be determined by the oath of the elector, or ſolemn affirmation of ſuch elector being of the perſuaſion of the people called quakers, before the ſcrutators herein after mentioned, if any doubt ariſe touching the ſame, ſhall be electors of the ſaid regiſter, and that the juſtices of the peace for the ſaid North-riding, in that behalf aſſembled, or the major part of them, or any five of ſuch juſtices, to be appointed by ſuch major part, ſhall be ſcrutators of the ballot, who ſhall meet on the day and place of election, and there in the preſence of the electors ſhall place one or more glaſs veſſel or veſſels, to be provided

vided for that purpoſe, into which each elector preſent ſhall put one open paper, containing the name of ſuch perſon as he approves of to be regiſter; which papers ſhall be taken out again in the preſence of the ſaid ſcrutators, by a perſon by them in that behalf appointed; and the name or names of every perſon therein ſhall be once tranſcribed in diſtinct columns, and under each name ſhall be ſet down the number of their electors, which ſhall be deliberately caſt up by the ſaid ſcrutators, and the ſame ſhall be read over in the hearing, and fixed up in the view of the electors then preſent, and the perſon upon whom the majority ſhall fall ſhall be declared regiſter.

The time and place of chuſing the firſt regiſter.

5. And that the election of a perſon to be the firſt regiſter, ſhall be made at *Northallerton* aforeſaid, upon the 18th day of *July*, 1735, in open court, between the hours of eight in the morning and ſix in the afternoon.

The election of future regiſters.

6. And that when and as often as the ſaid office ſhall become vacant by the death, forfeiture or ſurrender of any ſuch regiſter, the juſtices of the peace for the ſaid North-riding, aſſembled at the general quarter-ſeſſions of the peace next after ſuch vacancy ſhall happen, or the major part of them, ſhall in open court declare the ſaid vacancy, and by order of the ſame ſeſſions ſhall appoint and prefix a certain day and time within the ſpace of one calendar month, and not leſs than three weeks enſuing the end of ſuch general quarter-ſeſſions, for the electors to aſſemble at ſuch place where the office ſhall be erected as aforeſaid, to chuſe a fit and able perſon, in the manner aforeſaid, to ſupply the ſaid vacancy; and that all perſons qualified to be electors may have due notice of ſuch vacancy and time of election of a ſucceeding regiſter, the clerk of the peace for the time being for the ſaid North-riding ſhall forthwith cauſe copies of ſuch order, for the prefixing the time of ſuch election, to be delivered to the reſpective chief conſtables of the ſeveral wapentakes within the ſaid North-riding, who ſhall and are hereby required to publiſh the ſame in full market in every market-town within their reſpective wapentakes, on the next market-day after the receipt thereof, and to affix the ſame in the moſt public place of reſort there.

7. That every ſuch regiſter, before he enters upon the execution of the ſaid office, ſhall be ſworn before the juſtices of the peace for the ſaid riding, or any three or more of them that ſhall be preſent at his election, who are hereby impowered and required to adminiſter ſuch oath in the words following:

The regiſter's oath.

You ſhall truly and faithfully perform and execute the office and duty that is directed and required by you to be done by act of parliament, intitled, An Act for the public regiſtring of all deeds, conveyances, wills, and other incumbrances that ſhall be made of, or that may affect any honours, manors, lands, tenements or hereditaments within the North-riding of the county of York, *after the nine and twentieth day of* September, 1736, *and that you have not given or promiſed, directly or indirectly, nor authorized any perſon to give or promiſe any money, gratuity or reward whatſoever, for procuring or obtaining the ſaid office for you.*

So help you GOD.

Regiſter's deputy to take the ſaid oath.

8. And that when and as often as the ſaid regiſter ſhall appoint any deputy to execute the ſaid office, ſuch deputy ſhall, before he enters upon the

the execution thereof, take the ſaid oath appointed to be taken by the ſaid regiſter, before two or more juſtices of the peace for the ſaid riding.

9. And that upon the death of any ſuch regiſter, and until another election of a fit perſon to execute that office, ſhall be made in manner aforeſaid, the executors and adminiſtrators of the regiſter deceaſed, together with the ſureties for the ſaid regiſter, or their executors and adminiſtrators, ſhall appoint a proper perſon to execute the office of regiſter, for whoſe demeanor in the execution of the ſaid office, the ſecurity given for ſuch regiſter deceaſed ſhall be anſwerable. How the office of regiſter is to be executed during a vacancy.

10. And that the perſon to be appointed as aforeſaid, upon the death of any regiſter, to execute the ſaid office during the time the ſame ſhall be vacant as aforeſaid, ſhall, before he enters upon the execution thereof, take the oath herein before appointed to be taken by ſuch regiſter and his deputy, before two or more juſtices of the peace for the ſaid riding; and that if ſuch perſon ſo appointed ſhall be lawfully convicted of any neglect, miſdemeanor, or fraudulent practice in the execution of the ſaid office during ſuch vacancy, he ſhall be liable to pay treble damages, with full coſts of ſuit, to every perſon that ſhall be injured thereby, to be recovered as is herein after directed. Penalty on miſdemeanor of the perſon acting during ſuch vacancy.

11. And that all and every memorial of ſuch deeds, conveyances and wills ſo to be entered and regiſtred ſhall be put into writing in vellum or parchment, and brought to the ſaid office; and in caſe of deeds and conveyances, ſhall be under the hand and ſeal of ſome or one of the grantors, or ſome or one of the grantees, his, her or their heirs, executors, or adminiſtrators, guardians or truſtees, * *atteſted by two witneſſes to the execution of ſuch deed or conveyance, which witneſs ſhall upon his oath*, or being a quaker, on his ſolemn affirmation, before the ſaid regiſter or his deputy, prove the ſigning and ſealing of ſuch memorial, and the execution of the deed or conveyance mentioned in ſuch memorial, (or elſe the perſons ſo ſigning and ſealing the ſaid memorial as aforeſaid, or one of them, ſhall, before the ſaid regiſter, or his deputy, acknowledge his or their ſigning and ſealing of the ſaid memorial, and the execution of the deed or conveyance mentioned in ſuch memorial); and in caſe of wills, the memorial ſhall be under the hand and ſeal of ſome or one of the deviſees, his or their heirs, executors or adminiſtrators, guardians or truſtees, atteſted by two witneſſes, one whereof ſhall, upon his oath, or being a quaker, on his ſolemn affirmation, before the ſaid regiſter, or his deputy, prove the ſigning and ſealing of ſuch memorial, or the ſame ſhall be acknowledged in like manner before the ſaid regiſter, or his deputy, by the perſons ſo ſigning and ſealing the ſame memorial as aforeſaid, or one of them: and the ſaid regiſter, or his depnty, is hereby impowered to take the ſaid reſpective acknowledgments as aforeſaid, and ſhall enter a memorandum of the taking the ſame reſpectively upon the ſaid reſpective memorial within the time when the ſame was ſo taken; and the ſaid memorandum ſhall be ſigned by the regiſter, or his deputy, and alſo by the party ſo acknowledging the ſame reſpectively. The method of regiſtring.

* *Sic in recordo.*

12. That every memorial of any deed, conveyance or will, ſhall contain the day of the month, and the year, when ſuch deed, conveyance or will bears date, and the names and additions of all the parties to ſuch deed or conveyance, and of the deviſor or teſtatrix of ſuch will, and of all the witneſſes to ſuch deed, conveyance or will, and the places of their abodes; The contents of the memorials to be regiſtred.

abodes; and ſhall expreſs or mention the honours, manors, lands, tenements or hereditaments contained in ſuch deed, conveyance or will, and the names of all the pariſhes, townſhips, hamlets, precincts or extraparochial places within the ſaid North-riding, where any ſuch honours, manors, lands, tenements or hereditaments are lying or being, that are given, granted, conveyed, deviſed, or any way affected or charged by any ſuch deed, conveyance or will, in ſuch manner as the ſame are expreſſed or mentioned in ſuch deed, conveyance or will, or to the ſame effect; and that every ſuch deed, conveyance and will, or probate of the ſame, of which ſuch memorial is to be regiſtred as aforeſaid, ſhall be produced to the ſaid regiſter, or his deputy, at the time of entering ſuch memorial, who ſhall indorſe a certificate on every ſuch deed, conveyance and will, or probate thereof, and therein mention the certain day, hour and time on which ſuch memorial is ſo entered or regiſtred, expreſſing alſo in what book, page and number the ſame is entered; and that the ſaid regiſter, or his deputy, ſhall ſign the ſaid certificate ſo indorſed, (which certificate ſhall be taken and allowed as evidence in ſuch reſpective regiſtries in all courts of record whatſoever); and that every page of ſuch regiſter-books, and every memorial that ſhall be entered therein, ſhall be numbered, and the day of the month and the year and the hour or time of the day when every memorial is regiſtred ſhall be entered in the margin of the ſaid regiſter-books, and of the ſaid memorial, and that every ſuch regiſter ſhall keep an alphabetical calendar of all pariſhes, extraparochial places and townſhips within the ſaid North-riding, with reference to the number of every memorial that concerns the honours, manors, lands, tenements or hereditaments in every ſuch pariſh, extraparochial place or townſhip reſpectively, and of the names of the parties mentioned in ſuch memorials.

The certificate of regiſtring.

13. That a memorial of ſuch deeds, conveyances and wills, as ſhall be made and executed in any place not within forty miles of the ſaid public regiſter-office, which do or may concern or affect any honours, manors, lands, tenements or hereditaments in the ſaid North-riding, ſhall be entered or regiſtred by the aforeſaid regiſter, or his deputy, in caſe an affidavit ſworn, or a ſolemn affirmation of a perſon of the perſuaſion of the people called *quakers*, made in writing before one of the judges at *Weſtminſter*, or a maſter in chancery, ordinary or extraordinary, be brought with the ſaid memorial to the ſaid regiſter, or his deputy, wherein one of the witneſſes to the execution of ſuch deeds and conveyances ſhall ſwear, or being a quaker ſhall affirm, that he or ſhe ſaw the ſame executed, and the memorial ſigned and ſealed as aforeſaid; or wherein one of the witneſſes to the memorial of any ſuch will ſhall ſwear, or being a quaker ſhall affirm, that he or ſhe ſaw ſuch memorial ſigned and ſealed as aforeſaid; and the ſame ſhall be a ſufficient authority to the ſaid regiſter, or his deputy, to give the party that brings ſuch memorial and affidavit, or affirmation, a certificate of the regiſtring ſuch memorial; which certificate ſigned by the ſaid regiſter, or his deputy, ſhall be taken and allowed as evidence of the regiſtries of the ſame memorials in all courts of record whatſoever.

On what condition ſuch certificate ſhall be granted.

14. Provided always, that where there are more writings than one for making and perfecting any conveyance or ſecurity, which do name, mention, or any ways affect or concern the ſame honours, manors, lands, tenements or hereditaments, it ſhall be a ſufficient memorial and regiſter thereof, if all the ſame honours, manors, lands, tenements and hereditaments,

In caſe of ſeveral writings the particulars may be only mentioned once.

ments, and the pariſhes, townſhips, hamlets, or extraparochial places wherein the ſame lie, be only once named or mentioned in the memorial, regiſter and certificate of any one of the deeds or writings made for the perfecting of ſuch conveyance or ſecurity; and the dates of the reſt of the ſaid deeds or writings relating to the ſaid conveyance or ſecurity, with the names and additions of the parties and witneſſes, and the places of their abodes, be only ſet down in the memorials, regiſters and certificates of the ſame, with a reference to the deed or writing whereof the memorial is ſo regiſtered, that contains or expreſſes the parcels mentioned in all the deeds and directions how to find the regiſtring of the ſame.

Memorials of wills.

15. Provided alſo, that all memorials of wills that ſhall be regiſtred in manner as aforeſaid, within the ſpace of ſix months after the death of every reſpective deviſor or teſtatrix dying within the kingdom of *Great Britain*, or within three years after the death of every reſpective deviſor or teſtatrix dying upon or in any parts beyond the ſeas, ſhall be as valid and effectual againſt ſubſequent purchaſers, judgments, ſtatutes and recognizances, as if the ſame had been regiſtred immediately after the death of ſuch reſpective deviſor or teſtatrix.

Wills conteſted.

16. Provided always, that in caſe the deviſee, or perſon or perſons intereſted in the honours, manors, lands, tenements or hereditaments deviſed by any ſuch will as aforeſaid, by reaſon of the conteſting ſuch will, or other inevitable difficulty, without his, her or their wilful neglect or default, ſhall be diſabled to exhibit a memorial for the regiſtry thereof within the reſpective times herein before limited; and that a memorial ſhall be entered in the ſaid office of ſuch conteſt or impediment, within the ſpace of ſix months after the deceaſe of ſuch deviſor or teſtatrix who ſhall die within the kingdom of *Great Britain*, or within the ſpace of three years next after the deceaſe of ſuch perſon who ſhall die upon or beyond the ſeas; then and in ſuch caſe the regiſtry of the memorial of ſuch will within the ſpace of ſix months next after his, her or their attainment of ſuch will, or a probate thereof, or removal of the impediment, whereby he, ſhe or they are diſabled or hindered to exhibit ſuch memorial, ſhall be a ſufficient regiſtry within the meaning of this act.

Concealment of wills.

17. Provided nevertheleſs, that in caſe of any concealment or ſuppreſſion of any will or deviſe, no purchaſer or purchaſers for valuable conſideration, ſhall be defeated or diſturbed in his or their purchaſe; nor any plaintiff in any judgment, or cognizee of any ſtatute or recognizance, ſhall be defeated of his or their debts, by any title made or deviſed by ſuch will, unleſs the will be actually regiſtred within three years after the death of the deviſor or teſtatrix.

Memorials of judgments.

18. And that all and every memorials of judgments, ſtatutes and recognizances, ſo to be entered and regiſtered at the ſaid regiſter-office as aforeſaid, ſhall be in writing, and expreſs and contain, in caſe of ſuch judgment, the names of the plaintiffs, and the names and additions therein of the defendants, the ſums thereby recovered, and the times of the ſigning thereof; and in caſe of ſtatutes and recognizances, the date of ſuch ſtatute or recognizance, the names and additions of the cognizors and cognizees therein, and for what ſums, and before whom the ſame were acknowledged; and that in order to the making an entry of ſuch memorials of judgments, ſtatutes and recogni-

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Statutes and recognizances.

zances as aforeſaid, the party and parties deſiring the ſame, ſhall produce to and leave with the ſaid regiſter, or his deputy, to be filed in the ſaid public or regiſter-office, a memorial of ſuch judgment, ſtatute or recognizance, ſigned by the proper officer, or his deputy, who ſhall ſign ſuch judgment, or his ſucceſſor in the ſame office, or by the proper officer in whoſe office ſuch ſtatute or recognizance ſhall be inrolled, together with an affidavit ſworn, or ſolemn affirmation in writing of a perſon of the perſuaſion of the people called quakers, made before one of the judges at *Weſtminſter*, or a maſter in Chancery, that ſuch memorial was duly ſigned by the officer whoſe name ſhall appear to be thereunto ſet, which memorial ſuch reſpective officer is hereby required to give ſuch plaintiff or plaintiffs, cognizee or cognizees, or his, her or their executors or adminiſtrators, or attorney, or any of them, he, ſhe or they paying for the ſame one ſhilling, and no more.

Fee.

Method of regiſtring and giving certificate.

1. And that the ſaid regiſter, or his deputy, ſhall make an entry, and likewiſe, (if required) ſhall give a certificate in writing under his hand teſtified by two credible witneſſes, of every ſuch memorial of any judgment, ſtatute or recognizance brought to him to be ſo regiſtred, as aforeſaid, and in ſuch book wherein ſuch memorial ſhall be entered, and alſo in ſuch certificate to be ſo given, ſhall mention the certain day and hour, or time of that day on which ſuch memorial is ſo regiſtred or entered, and in ſuch certificate ſhall mention in what book, page and number the ſame memorial is entred.

And filing memorials.

20. And that ſuch regiſter ſhall duly file every ſuch memorial of deeds, conveyances, wills, judgments, ſtatutes and recognizances, in order of time as the ſame ſhall be brought to the ſaid regiſter, and ſhall enter or regiſter the ſame memorials in the ſame order that they ſhall reſpectively come to his hands.

Recital of the act 27 *H.* 8. *c.* 16.

21. And whereas by an act of parliament made in the 27th year of the reign of king *Henry* the 8th, intitled, *An Act for inrolments of bargains and ſales*, it is enacted, *That no manors, lands, tenements or hereditaments, ſhall paſs, alter or change from one to another, whereby any eſtate of inheritance or freehold ſhall be made or take effect in any perſon or perſons of any uſe thereof to be made by reaſon only of any bargain and ſale thereof, except the ſaid bargain and ſale be made by writing indented, ſealed and inrolled in one of the king's courts of record at* Weſtminſter, *or elſe within the ſame county or counties where the ſame manors, lands, tenements or hereditaments, ſo bargained and ſold lie, or before the* Cuſtos Rotulorum, *and two juſtices of the peace, and the clerk of the peace of the ſame county or counties, or two of them at the leaſt, whereof the clerk of the peace to be one*; which act hath been found by experience to be of little or no uſe within the ſaid North-riding, for that the clerk of the peace thereof for the time being, who hath the keeping of the ſaid inrolments, within the ſaid North-riding, is not by the ſaid act injoined to give any ſecurity for the ſafe keeping, nor under any penalty for the negligent keeping of the ſaid inrolments; nor is any place by the ſaid act appointed for keeping thereof: *And whereas by this preſent act a public office is intended to be erected and eſtabliſhed as aforeſaid, at the public charge of the ſaid North-riding for regiſtring and ſafe keeping memorials of all deeds and conveyances as aforeſaid, and a public regiſter to be choſen, who, according to the directions herein after mentioned, is to give ſufficient ſecurity for the due execution of the ſaid office*; for rendering therefore the ſaid act, made in the 27th year of

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the reign of king *Henry* the 8th, more effectual and beneficial to the inhabitants of the ſaid North-riding, it is further enacted, that after the 29th day of *September*, 1736, all bargains and ſales of any manors, lands, tenements and hereditaments, ſituate, lying and being within the ſaid North-riding, which ſhall be inrolled by the ſaid regiſter, or his deputy for the time being, in the ſaid public office, ſhall be as good, effectual and valuable, to all intents and purpoſes whatſoever, as if the ſame had been inrolled in one of the king's courts of record at *Weſtminſter*, or before the *cuſtos rotulorum*, and two juſtices of the peace, and the clerk of the peace for the ſaid North-riding, or two of them, according to the aforeſaid act, made in the 27th year of the reign of king *Henry* the 8th, or any other act now in force; and one or more juſtice or juſtices of the peace of the ſaid riding for the time being, ſhall have power to take and enter the acknowledgment of the bargainor, if but one, or one of the bargainors, if more, in ſuch bargains and ſales; and the ſaid regiſter, or his deputy for the time being, ſhall well and ſufficiently inrol by ingroſſing in parchment-books, all ſuch bargains and ſales as ſhall for that purpoſe be acknowledged as aforeſaid; and ſhall indorſe a certificate on ſuch bargains and ſales of the times of inrolling thereof, and ſign the ſame; and the books thereof ſhall ſafely keep in the ſaid public office, there to remain upon record amongſt the memorials of deeds there regiſtred; and that all deeds of bargains and ſales ſo inrolled in the ſaid public or regiſter office as aforeſaid, which ſhall appear to be ſo inrolled by an indorſement or certificate on the ſaid deeds of bargain and ſale, ſigned by the ſaid regiſter, or his deputy, and all copies of inrollments thereof remaining on record in the ſaid regiſter-office, ſhall be allowed in all courts where ſuch bargains and ſales, or copies, ſhall be produced, to be as good and ſufficient evidence as any bargains and ſales inrolled in any of the courts at *Weſtminſter*, and the copies of the inrolments thereof.

Bargains and ſales of lands inrolled by the ſaid regiſter, as effectual as if inrolled according to the ſaid act.

The copies of deeds ſo inrolled good evidence.

22. And whereas deeds have often been deſtroyed by fire and other accidents, it is further enacted, that from and after the ſaid 29th day of *September*, 1736, any perſon or perſons having or claiming title to any honours, manors, lands, tenements or hereditaments in the ſaid North-riding, may regiſter at full length in the ſaid regiſter-office, all and every or any the deeds, writings, wills or conveyances, by or under which ſuch title ſhall be claimed, and which ſhall be made and executed, or ſigned and publiſhed; and in caſe of wills, where the deviſor or teſtatrix ſhall die after the ſaid 29th day of *September*, 1736, and the ſaid regiſter, or his deputy, is hereby authorized to enter and inroll all ſuch deeds, writings, wills and conveyances, as ſhall be ſo brought to be regiſtred at full length, by ingroſſing them in parchment-books: and the ſaid regiſter, or his deputy, ſhall in the margin of every ſuch entry and inrolment mention the time of ſuch entry and inrolment, and ſhall indorſe and ſign a certificate on ſuch deed, conveyance or will, in manner as is by this act directed, where a memorial is entered, and ſhall ſafely keep all and every the books, wherein ſuch entries and inrolments ſhall be made, in the ſaid public office, there to remain upon record; and all copies of ſuch entries, and inrolments of ſuch deeds, writings, wills and conveyances ſo regiſtred at full length, and which copies ſhall be ſigned by the ſaid regiſter, or his deputy, and atteſted by two or more witneſſes, ſhall be allowed in all courts of record to be good and ſufficient

The regiſtring of writings at full length.

ſufficient evidence of ſuch deeds, writings, wills or conveyances ſo regiſtred, and deſtroyed by fire or other accident.

What teſtimony neceſſary before inrolment.

23. And that at the time any deed, conveyance or will, made and executed, or ſigned and publiſhed, after the 29th day of September, 1736, ſhall be brought to the ſaid regiſter's office, to be regiſtred or inrolled at full length, one of the witneſſes to the execution of ſuch deed or conveyance, or to the ſigning and publiſhing ſuch will, ſhall make oath, or being one of the people called quakers, take his ſolemn affirmation, before the ſaid regiſter, or his deputy, that ſuch deed or conveyance was duly executed by the grantor or grantors, or that ſuch will was ſigned and publiſhed by the deviſor or teſtatrix.

And what if forty miles from the ſaid office.

24. Provided always, that ſuch deeds, conveyances and wills, that ſhall be made and executed in any place not within forty miles of the ſaid office, may be entered and regiſtred at full length by the aforeſaid regiſter, or his deputy, in caſe an affidavit ſworn, or a ſolemn affirmation of quakers, made in writing, before one of the judges at *Weſtminſter*, or a maſter in chancery, ordinary or extraordinary, be brought with ſuch deed, conveyance or will, wherein one of the witneſſes to the execution of ſuch deed or conveyance, or to the ſigning or publiſhing ſuch will, ſhall ſwear or affirm, that he or ſhe ſaw the ſaid deed executed, or in caſe of wills, ſuch will ſigned and publiſhed by the deviſor or teſtatrix.

Inrolments at full length to be deemed the entry of a memorial.

25. And that every ſuch inrolment of every ſuch deed of bargain and ſale, and regiſtry at full length, of ſuch deeds, writings, conveyances and wills in the ſaid regiſter-office as aforeſaid, ſhall be deemed and adjudged to be the entry of a memorial thereof purſuant to this act, and ſhall have the ſame force and effect upon the eſtate therein mentioned in relation to all ſubſequent deeds, conveyances and wills, and to all other intents and purpoſes, as if a memorial of ſuch inrolled deed or deeds, writing, conveyance or will ſo regiſtred at full length, had been entered in the ſaid regiſter-office as aforeſaid, purſuant to the ſaid act; and the certificate ſigned and indorſed on ſuch deeds of bargain and ſale ſo inrolled, or on ſuch deeds, conveyances or wills regiſtred at full length, ſhall be taken and allowed as evidence of ſuch inrolments or regiſtries in all courts of record whatſoever.

Regiſter's fees.

26. That every ſuch regiſter ſhall be allowed for the entry of every ſuch memorial as is by this act directed, the ſum of one ſhilling and no more, in caſe the ſame do not exceed 200 words; but if ſuch memorial ſhall exceed 200 words, then after the rate and proportion of 4*d.* an 100 for all the words contained in ſuch memorial over and above the firſt 200 words; and the like fees for the like number of words contained in every ſuch bargain and ſale inrolled, and deeds, writings, conveyances and wills regiſtred at full length as aforeſaid, and in every certificate or copy given out of the ſaid office, and no more; and for every ſearch in the ſaid office, one ſhilling, and no more.

Attendance.

27. That every ſuch regiſter, or his ſufficient deputy, ſhall give due attendance at his office every day in the week, (except *Sundays* and holidays) between nine and twelve in the forenoon, and two and five in the afternoon, for the diſpatch of all buſineſs belonging to the ſaid office; and that every ſuch regiſter, or his deputy, as often as required,

ſhall

ſhall make ſearches concerning all memorials that are regiſtred, deeds of bargain and ſale inrolled, and deeds, writings, conveyances and wills ſo regiſtred at full length as aforeſaid, and give certificates concerning the ſame under his hand, (if required by any perſon) teſtified by two credible witneſſes.

28, That every regiſter, at the time of his being ſworn into the ſaid office as aforeſaid, ſhall enter into a recognizance with two or more ſufficient ſureties, (to be approved of by five or more of the juſtices of the peace of the ſaid riding that were preſent at his election, by writing under their hands and ſeals, to be regiſtred at the next general quarter-ſeſſions of the peace for the ſaid riding) of the penalty of two thouſand pounds unto his majeſty, his heirs and ſucceſſors, to be taken by the ſame juſtices of the peace that approved of his ſecurity, conditioned for his true and faithful performance of his duty in the execution of his ſaid office, in all things directed and required by this act: the ſame to be tranſmitted by the ſame juſtices of the peace within one month next after the date thereof, into the office of his majeſty's remembrancer of the exchequer, there to remain amongſt the records of the ſaid court. Regiſter to give 2000*l.* ſecurity.

29. And that if any ſuch regiſter, or his deputy, ſhall neglect to perform his or their duty in the execution of the ſaid office, according to the rules and directions in this act mentioned; or commit, or ſuffer to be committed, any undue or fraudulent practice in the execution of the ſaid office, and be thereof lawfully convicted; then ſuch regiſter ſhall forfeit his ſaid office, and pay treble damages with full coſts of ſuit to every ſuch perſon or perſons as ſhall be injured thereby; to be recovered by action of debt, &c. Penalty on regiſter for neglect of duty.

30. Provided nevertheleſs, that when any regiſter ſhall die, or ſurrender his office, and there ſhall within the ſpace of three years from and after ſuch death or ſurrender no miſbehaviour appear to have been committed by ſuch regiſter in the execution of the ſaid office, then and in ſuch caſe, at the end of the ſaid three years after his death or ſurrender, the ſaid recognizance ſo entered into by him ſhall become void and of none effect to all intents and purpoſes whatſoever. Regiſter's ſecurity, when to be vacated.

31. And it is enacted, that if any perſon or perſons ſhall at any time forge or counterfeit any entry of the acknowledgment of any bargainer in any ſuch bargain and ſale, as aforeſaid, or any ſuch memorial, certificate or indorſement as is herein mentioned or directed, and be thereof lawfully convicted, ſuch perſon or perſons ſhall incur, and be liable to ſuch pains and penalties as in and by an act made in the fifth year of queen *Elizabeth*, intitled, *An act againſt forgers of falſe deeds and writings*, are impoſed upon perſons for forging and publiſhing of falſe deeds, charters or writings ſealed, court-rolls or wills, whereby the freehold or inheritance of any perſon or perſons, of, in or to any lands, tenements and hereditaments, ſhall or may be moleſted, troubled or charged: and that if any perſon or perſons ſhall at any time forſwear himſelf, or being a quaker, ſhall falſely, maliciouſly and corruptly affirm, before the ſaid regiſter, or his deputy, or before any judge or maſter in Chancery, in any of the caſes herein mentioned, and be thereof lawfully convicted, ſuch perſon and perſons ſhall incur, and be liable to the ſame penalties, as if the ſame oath had been made in any of the courts of record at *Weſtminſter*. Penalty on forgery, and Perjury.

32. That

Certificates of mortgages diſcharged, how to be regiſtred.

32. That in caſe of mortgages, judgments, ſtatutes and recognizances, whereof memorials ſhall be entered in the ſaid regiſter-office, or in caſe of mortgages where the mortgage-deed ſhall be regiſtred at full length, purſuant to this act, if at any time afterwards a certificate ſhall be brought to the ſaid regiſter, or his deputy, ſigned by the mortgagees in ſuch mortgage, plaintiffs in ſuch judgment, cognizees in ſuch ſtatute or recognizance, their reſpective executors, adminiſtrators or aſſigns, and atteſted by two witneſſes, whereby it ſhall appear, that all monies due upon ſuch mortgage, judgment, ſtatute or recognizance reſpectively, have been paid or ſatisfied in diſcharge thereof; which witneſſes ſhall, upon their oath before any one of the judges of his majeſty's court of King's Bench or Common Pleas, or any one of the barons of the court of Exchequea, or before any one of the Maſters of the court of Chancery, or before the ſaid regiſter, or his deputy, who are hereby reſpectively impowered to adminiſter ſuch oath, prove ſuch monies to be ſatisfied or paid accordingly; and that they ſaw ſuch certificate ſigned by the ſaid mortgagees, plaintiffs or cognizees, their reſpective executors, adminiſtrators or aſſigns; that then, and in every ſuch caſe the ſaid regiſter, or his deputy, ſhall make an entry in the margin of the ſaid regiſter-books, againſt the regiſtry of the memorials of ſuch mortgage, judgment, ſtatute or recognizance, or againſt ſuch deed regiſtred at full length reſpectively, that ſuch mortgage, judgment, ſtatute or recognizance reſpectively, was ſatisfied and diſcharged according to ſuch certificate, to which the ſame entry ſhall refer, and ſhall after file ſuch certificate, to remain upon record in the ſaid regiſter-office.

Judgments, &c regiſtred in twenty days after ſigning, good.

33. Provided nevertheleſs, That if any judgment, ſtatute or recognizance be regiſtered in the ſaid regiſter-office within twenty days after the acknowledgment or ſigning thereof, all the lands that the defendants or cognizees had at the time of ſuch acknowledgment or ſigning ſhall be bound thereby; and the regiſtry of a memorial of ſuch judgment, ſtatute or recognizance within the time aforeſaid, ſhall be as available to all intents and purpoſes as if ſuch memorial thereof had been entered in the ſaid regiſter-office on the day of the ſigning or acknowledgment of ſuch judgment, ſtatute or recognizance.

This act not to extend to copyhold eſtates.

34. Provided always, That this act ſhall not extend to any copyhold eſtates, or to any leaſe at a rack-rent, or to any leaſe not exceeding twenty-one years, where the actual poſſeſſion and occupation go along with the leaſe.

Deeds of bargain and ſale of eſtates in fee-ſimple.

35. And it is enacted, That in all deeds of bargain and ſale hereafter inrolled in purſuance of this act, whereby an eſtate of inheritance in fee ſimple is limited to the bargainee and his heirs, the words *grant, bargain and ſell*, ſhall amount to, and be conſtrued and adjudged in all courts of judicature to be expreſs covenants to the bargainee, his heirs and aſſigns, from the bargainor for himſelf, his heirs, executors and adminiſtrators; that the bargainor, notwithſtanding any act done by him, was at the time of the execution of ſuch deed ſeiſed of the hereditaments and premiſſes thereby granted, bargained and ſold, of an indefeaſible eſtate in fee-ſimple, free from all incumbrances (rents and ſervices due to the lord of the fee only excepted) and for quiet enjoyment thereof againſt the bargainor, his heirs and aſſigns, and all claiming under him; and alſo for further aſſurance thereof to be made by the bargainor, his heirs

heirs and aſſigns, and all claiming under him, unleſs the ſame ſhall be reſtrained and limited by expreſs particular words contained in ſuch deed, and that the bargainee, his heirs, executors, adminiſtrators and aſſigns reſpectively ſhall and may, in any action to be brought, aſſign a breach or breaches thereupon, as they might do in caſe ſuch covenants were expreſsly inſerted in ſuch bargain and ſale.

Every leaf of the regiſter to be ſigned by two juſtices,

and entered by the clerk of the peace.

36. And that every leaf of the aforeſaid regiſter-books and inrolment-books ſhall be ſigned by two juſtices of the peace of the ſaid riding (to be from time to time appointed by the juſtices of the peace thereof, or the major part of them, at their general quarter-ſeſſions of the peace aſſembled) who are hereby required to ſign the ſame accordingly; and that an entry thereof ſhall be made from time to time, by the clerk of the peace of the ſaid riding for the time being, in the order-book of the ſame ſeſſions, and ſigned by the ſame juſtices of the peace that ſhall from time to time ſign the ſaid regiſter-books and inrolment-books, to remain upon record amongſt the records of the ſaid ſeſſions; and that a like entry ſhall be made upon record, and ſigned as aforeſaid, of the number of the ſame books, and how called or marked, and how many pages each of them contains, that are at any time and from time to time uſed in the ſaid regiſter-office.

The regiſter excluded from being a member of parliament.

37. And that no member of parliament for the time being ſhall be capable of being choſen regiſter, or of executing by himſelf, or any other perſon or perſons, the ſaid office; or to have, take or receive any fee, or other profit whatſoever iſſuing out of the ſaid office, or for or in reſpect thereof: Nor ſhall any regiſter, or his deputy, or any perſon or perſons receiving profit out of ſuch office, be capable of being a member to ſerve in parliament.

Publie act.

38. And that this act ſhall be taken and allowed in all courts in this kingdom as a public act; and all judges, juſtices, and other perſons therein concerned, are hereby required to take notice thereof as ſuch, without ſpecial pleading the ſame.

A purchaſer with notice of a prior incumbrance is not protected by the not regiſtring it. *Str.* 664.

Regiſtring an aſſignment is not regiſtring the leaſe. (*a*) 2 *Str.* 1064.

For the forms of theſe memorials, certificates, &c. vide infra.

Of

(*a*) In the conſtruction of theſe regiſtring acts it has been reſolved,

Firſt, That though theſe ſtatutes give a priority to deeds regiſtred againſt thoſe not regiſtred, yet they give no greater efficacy to deeds that are regiſtred than they had at common law; conſequently that a ſubſequent deed regiſtred ſhall not take from a purchaſor, under a prior deed regiſtred, any advantage he can claim by virtue of his legal title under that inſtrument to protect an equitable intereſt veſted in him by an inſtrument bearing date ſubſequent to an intermediate conveyance regiſtred. 1 *Eq. Ca. Abr.* 615. 12. 2 *Eq. Ca. Abr.* 609. 7.

Secondly, That the intent of theſe acts being to ſecure ſubſequent purchaſors againſt prior ſecret conveyances, they ſhall not be uſed to ſcreen a ſubſequent purchaſor who does not ſtand in that predicament; and conſequently that although they veſt the legal eſtate according to the prior regiſtring, yet the eſtate when ſo veſted remains open to all equity. And, therefore a ſubſequent purchaſor having notice of a prior mortgage not regiſtred, will not in equity gain a priority; for ſuch a ſubſequent purchaſor

Of the different Kinds of Deeds, Wills and Teſtaments.

SECT. I.

Of the Differences between Deeds, Wills and Teſtaments.

BEING in this chapter to treat of the different kinds or ſorts of deeds, wills and teſtaments, it is proper to ſhew what diſtinction the law makes between one and the other.

A deed (as before obſerved,) is a writing or inſtrument ſealed and delivered to prove the agreement of the parties to what is contained therein.

And a will, deviſe or teſtament, is directions for the diſpoſition of a perſon's effects after his deceaſe.

The former takes effect on the perfecting thereof, by ſealing and delivery, livery of ſeiſin, &c. and the latter on the death of the teſtator; but as lands or goods may either be conveyed by deed or will, both of them will be treated of in this work.

SECT. II.

Of the various Kinds of Deeds in general.

(A) *With Relation to the exterior Form.*

AS to the exterior forms of deeds, I have before ſhewn in what hand and language a deed muſt be written, and that it muſt be written in paper, parchment or vellum; it remains now to ſhew what kinds of deeds there are relative to the exterior form; therefore obſerve, that all deeds are either indented or poll.

Indenture. A deed indented (or that which is called an *indenture*) is when the paper or parchment is indented, or cut unevenly, or in and out on the top or ſide anſwerable to another that comprehends the ſelf-ſame matter

has the notice which the ſtatutes intend he ſhould have, and conſequently may refuſe ſuch ſubſequent purchaſe which can only be made with a view to practiſe a fraud upon the prior incumbrancer. 1 *Vez.* 64. 3 *Atk.* 646. *Strange* 664. 2 *Brown's Par. Ca.* 425. 2 *Eq. Ca. Abr.* 482. *Pl.* 19. *Vin. Vol.* 13. *p.* 550. *ca.* 9. *vol.* 19. *p.* 514. *ca.* 36.

Thirdly, But to bring a caſe within the laſt diſtinction, clear and undoubted notice muſt be made out in proof; for ſuſpicion of notice, however ſtrong, has been held not to be ſufficient to juſtify the court of chancery in breaking in upon theſe ſtatutes. 2 *Atk.* 275.

For a more enlarged account of the reſolutions on theſe ſtatutes *vide Treatiſe on Mortgages* 285, 292.

and form; and it is ſo called becauſe it is ſo indented; for although it is called an indenture, and uſually begins in theſe words, *This Indenture*, &c. yet if it begins with theſe words, and is not actually indented, it is no indenture, but it will have the effect of a deed-poll; and if it be not ſo called, or the words *This Indenture* in the beginning, or words importing the ſame, be omitted, yet if it be indented it is an indenture in law. 3 *Leon.* 16. *Pl.* 39. *Co. Litt.* 143, 229.

An indenture was anciently called *Charta* (*a*) *cyrographata* (*b*) *vel communis*, becauſe each party had his part. *Co. Litt.* 143.

An indenture is ſometimes *Bipartite*, *i. e* of two parts, when there are two parties and two parts of the deed, and then commonly the feoffor, grantor or leſſor has one part, and the feoffee, grantee or leſſee, the other part. Sometimes it is *tripartite*, *i. e.* when there are three parties and three parts, and then commonly each party has a part of the indenture. And ſometimes it is *quadripartite*, *quinquepartite*, &c. according to the parts that are ſealed interchangeably one to another. Among theſe parts, that which is ſealed by the feoffor, grantor or leſſor, is the principal original, and the reſt are called acceſſary, counterpart or copies; and yet all of them in law do make up one intire deed, every part of the indenture being of as great force and effect as all the parts together. *Litt. ſec.* 371, 372.

A counterpart of a ſettlement in tail was admitted as ſufficient evidence that there was ſuch a ſettlement, and a conveyance was decreed accordingly. *Prec. Chan.* 116.

There were two patentees of the ſame office for their lives; one whereof had the real patent, and the other had only a duplicate: The principal patent was wrote *per warrantiam de privato ſigillo auctoritate parliamenti*, and a little under the ſeal of the other was wrote the word *duplicate*; he that had the principal patent ſurrendered it in the abſence of the other patentee, who was beyond ſea, and took a new patent to himſelf and another perſon, and the firſt patent was cancelled: It was ſeveral perſons opinions, that when the principal patent was cancelled, Duplicate.

(*a*) From the time of the Norman conqueſt thoſe that we now call deeds or writings were generally called *Charta charters* This name was brought into common uſe by the Normans; at preſent it is chiefly taken to ſignify royal charters, eſpecially thoſe by which liberties or privileges are granted or confirmed. *Mad. Form. Diſſ.* 3.

(*b*) The term *cyrographum* ſeems applicable to charters or deeds merely as ſignifying that they are writings, this word ſignifying a hand writing, in which ſenſe any writing might have been thus termed. But among the *Saxons* this term became applicable to one kind of inſtruments diſtinct from others, from a particular uſage, which was, that the charter ſo called had the word *cyrographum* uſually written in capital letters either at the top or bottom of the charter, and cut through or divided by a knife. And indentures ſeem to have got this name from the circumſtance of their having been formerly written twice upon the ſame piece of parchment, with this word uſually written between the ſeveral parts, and cut through in the middle of thoſe letters; ſo that when the two parts were ſeparated by the knife, one part would ſhew one half of thoſe capital letters and the other part the other half of them; and when joined together again, the words or letters cut through would appear entire, which practice tended to avoid falſity and counterfeiting. But now indenting is come into uſe without cutting through any letters at all. *Mad. Form. Diſſ.* 2, 28, 29. 1 *Reeve's Hiſt. Law.* 11, 12. 2 *Blackſt. Com.* 296.

the force of the duplicate was gone in law; becauſe no title could be made by this patent, becauſe it was granted and ſealed by the chancellor at his pleaſure, and without any warrant from the king ſo to do. *D.* 179. *b.*

Deeds are ſometimes in the firſt perſon; as, *Know all Men*, &c. that I *A. B.* have given and granted, &c. And although an indenture be ſo made, yet it is good. *Litt. Sec.* 373.

And ſometimes they are made in the third perſon; as, *This Indenture witneſſeth*, &c. that the ſame *A. B.* &c. hath given and granted, &c. But a deed-poll is uſually made in the firſt perſon; yet if it be made in the third perſon it is good. *Bro. Oblig.* 51.

And though the feoffor, donor, or leſſor, only ſeals the part of the indenture running in the third perſon belonging to the feoffee, donee or leſſee, the indenture is good; for if the feoffee, donee or leſſee, never ſeals the counterpart belonging to the feoffor, &c. he has an intereſt in the eſtate, being made party to the deed in the beginning. *Cro. Eliz.* 212.

But if the indenture is made in the firſt perſon, mention muſt be made in the deed, that the feoffee, &c. has put his ſeal; and he muſt put his ſeal accordingly to make himſelf party to the deed; for he is not party to the deed, (being made in the firſt perſon) but only by the clauſe that he put his ſeal thereunto. *Co. Litt.* 230. *b.*

All the parts of a deed indented in judgment of law make up but one deed, and every part is of as great force as all the parts together; and they are eſteemed the mutual deeds of either party, and either party may be bound by either part of the ſame; and the words of the indenture are the words of either party. *Ibid.*

And although they be ſpoken as the words of one part only, yet they are not his words alone, but may be applied to the other party if they more properly belong to him; for every word that is doubtful ſhall be applied and expounded to be ſpoken by him to whom they will beſt agree, according to the intent of the parties; and they ſhall not be taken more ſtrongly againſt one, or beneficially for the other, as the words of a deed-poll ſhall: If therefore *A.* by indenture enfeoff *B.* upon condition, and then enters for the condition broken: in this caſe it hath been held, that *A.* in his pleading, may ſhew forth the deed that he himſelf ſealed, and this is ſufficient. *Shep. Touch.* 51. 11 *H.* 7. 22.

And therefore it is alſo thought, that an indenture made in the firſt perſon is as good in the law as an indenture made in the third perſon, when both parties have to this put their ſeals; for if in an indenture made in the third perſon, or in the firſt perſon, mention be made that the grantor only has put to his ſeal, and not the grantee, then the indenture is only the deed of the grantor; but when mention is made that the grantee alſo has put his ſeal to the indenture, it ſhall be ſaid to be the deed of them both. *Litt. Sec.* 373.

And although both parts of an indenture are but as one part, yet the deed of the grantor, feoffor, &c. is the principal, and the other are but counterparts. *Shep Touch.* 51.

And therefore if the leſſor only ſeals, and not the leſſee, yet it is as good as if both had ſealed; and if there be any difference between the

parts,

parts, the counterparts ſhall be made to agree with the principal, and it ſhall be deemed the miſpriſion of the clerk. *Ibid.*

But now it is cuſtomary in ſome deeds, and very proper, to make all the parts originals, by all the parties ſigning, ſealing and delivering each part. *Ibid.*

This deed is the ſtrongeſt kind of deed of the two, for this worketh an eſtoppel, *i. e.* it bars and concludes either party to ſay or except any thing againſt any thing contained in it; for if a leaſe be by indenture, both parties are concluded to ſay that the leſſor had nothing in the land at the time of the leaſe made; ſo that if the leſſor happens to have the land afterwards by purchaſe or deſcent, the leſſee may enter upon him by way of concluſion, and the leſſee by eſtoppel ſhall be forced to pay his rent: But it is otherwiſe of a deed-poll, for this is commonly but of one part, which is ſealed by the feoffor, leſſor, &c. only; and this ſhall be expounded to be the ſole deed of the feoffor, leſſor, &c. and the words therein contained ſhall be ſaid to be his words, and ſhall bind him only, and be expounded altogether in advantage of the feoffee, leſſee, &c. and againſt the feoffor, leſſor, &c. and does not work any eſtoppel againſt either party. (*a*) *Ibid. Plowd. Comm.* 433, 434.

But if a deed be indented or poll, and there be therein reciprocal covenants between them from one to another, although there be but one part, yet if each of them ſeals and delivers it one to the other, this is good for both parties; and each of them that can get the deed into his hand to ſhew or plead, may take advantage thereof againſt the other: And in this caſe the deed is uſually kept by one indifferent between them both. *Shep. Touch.* 52.

A deed-poll is that which is plain without any indenting, when the parchment or paper is polled or cut even. *Shep. Touch.* 49. Deed-poll.

This was antiently called *charte de una parte;* for it is ſingle and but one, which the feoffee, grantee or leſſee, for the moſt part has. *Ibid.*

Every deed that is pleaded ſhall be intended to be a deed-poll, unleſs it is alledged to be indented. It commonly begins thus, *To all People to whom theſe preſents ſhall come*, &c. or *Know all Men by theſe preſents*, &c. In this deed-poll a leſſee is not eſtopped or concluded to plead, that the leſſor had nothing at the time of the leaſe made; for the leſſor only puts his ſeal to it, and delivers it only as his act *Co. Litt.* 47. *b Litt. ſec.* 58.

If a defeaſance of a ſtatute be indented, yet it is but in the nature of a deed-poll, and the words of the defeaſance are the act and words of the conuſee only; and if the conuſor and conuſee deliver a ſeveral deed to one another, and there is a variance in any material point, it ſhall

(*a*) The reaſon is that where an eſtoppel works on the intereſt of lands it muſt be mutual, which a deed-poll is not, being the words of but one party. *Vid.* 1 *Roll. Abr.* 271. *N.* 3, 4, 6. *Co. Litt.* 352. *a. Cro. Eliz* 73. And a deed indented is not an eſtoppel unleſs it be mutually ſuch, for which reaſon, if one takes a leaſe of his own land of an infant or feme covert by indenture, this is no eſtoppel, becauſe, in eſtoppels both parties are to be eſtopped, which the infant and feme covert are not. *Cro. Eliz.* 37. *Ibid.* 700. *pl.* 16. *Sed vide Shep. Touch.* 5 *ed. fol*, 52. *note* 1. *Litt. ſec.* 58. *Co. Litt.* 47. *b.* 363. *b. Com. Dig. Tit. Eſtate. A.* 2.

be

be expounded according to the deed delivered by the conuſee. 2 *And.* 58.

If an indenture be not made between parties, it is in nature of a deed-poll, and thereby the party may covenant with a ſtranger. 2 *Lev.* 74. 1 *Lutw.* 305, 535.

A. by a deed-poll covenanted with *B.* to ſell him land for 200*l.* and *B.* by the ſame deed covenanted with *A.* to pay the money. *B* ſealed and delivered it as his deed to *A.* and ſo did *A.* to *B.* This was adjudged the deed of both *A.* and *B.* and he that has it may have covenant againſt the other on breach.

What conveyance muſt be by indenture, and not by deed-poll.

By *ſtat.* 27 *H.* 8. *c.* 16. No manors, lands, tenements or other hereditaments, ſhall paſs, alter or change from one to another, whereby any eſtate of inheritance or freehold ſhall be made or take effect in any perſon or perſons, or any uſe thereof to be made by reaſon only of any bargain and ſale thereof, except that the ſame bargain and ſale be made by writing *indented*, ſealed and inrolled.

Vide *infra*, *Tit. Bargain and Sale.*

And by *ſtat.* 13 *Eliz. c.* 7. A bargain and ſale of a bankrupt's eſtate muſt be by deed indented and inrolled.

And by *ſtat.* 43 *Eliz. c.* 11. Where the queen or her ſucceſſors is or ſhall be lord or owner of the freehold of the ſoil of waſte or common (propoſed by this act to be drained and recovered in the iſle of *Ely*, and the counties of *Cambridge*, *Huntingdon*, *Northampton*, *Lincoln*, *Norfolk*, *Suffolk*, *Suſſex*, *Eſſex*, *Kent*, and County Palatine of *Durham*) the moſt part of the commoners in ſuch ſoil *may contract*, *bargain*, *aſſign and ſet forth* part of their common therein, *to any perſons* who will undertake the draining; which ſhall bind all the ſaid commoners, their heirs, executors or aſſigns, and all others that ſhall hereafter, by reaſon of any their reſidence, claim any common of paſture in the ſaid waſtes or common grounds whereof the ſoil belongs to the queen, of and for all their intereſt or claim of common therein; To hold according to the true intent and effect of ſuch contract, bargain, aſſignment and conveyances, *by writing indented*, ſealed and delivered by the moſt part of ſuch commoners, as ſhall be made between the moſt part of ſuch commoners and ſuch undertakers: But ſhall not in any ſort be of any effect or validity againſt the queen, her heirs, ſucceſſors or aſſigns, or their eſtates in the ſoil thereof, except ſuch conveyances be *by writing indented in parchment*, and one part thereof under the hands and ſeals of moſt part of the commoners ſo contracting the ſame, certified into chancery, if the waſte or ſoils ſhall be of the poſſeſſions of the queen's crown of *England*; and except her majeſty's royal conſent be obtained thereunto, and ſignified by and under the queen's privy ſeal, or great ſeal, and inrolled in the queen's ſaid court of chancery; and after ſuch aſſent ſo had, ſignified and inrolled, then the ſame contracts and covenants ſhall be good and available to all and every ſuch undertakers, their heirs and aſſigns, againſt the queen's heirs and ſucceſſors, according to the proviſions, agreements and covenants ſo aſſented unto by the queen, her heirs and ſucceſſors; and where they are of the poſſeſſion of the duchy of *Lancaſter*, then the ſaid contract, bargain, aſſignment of or from the queen, ſhall not be of any effect or validity againſt the queen, her heirs, ſucceſſors and aſſigns; except ſuch contract and bargain touching the premiſſes, and ſuch aſſignment and ſetting forth of ſuch part to the ſaid

undertakers

undertakers to hold in ſeveralty, be by writing indented in parchment, ſealed and delivered by the ſaid commoners, or the moſt part of them, and the ſaid undertakers, and one part thereof, certified under the hands and ſeals of moſt part of the commoners, into the queen's court of the duchy of *Lancaſter* for the time being, and her majeſty's royal conſent under the ſeal of the ſaid duchy obtained thereunto, and there inrolled in that court: which conſent royal being obtained for the ſoil of ſuch waſte, being of the poſſeſſions of the crown, and under the ſeal of the ſaid duchy, of the queen's ſoil of ſuch waſte as are of thoſe poſſeſſions, the ſaid undertakers, and their heirs and aſſigns, ſhall and may enjoy in ſeveralty the ſoil of ſo much waſte and common as was ſo contracted for, aſſigned and ſet forth by the moſt part of the queen's commiſſioners, in ſuch ſort and quality as the ſaid undertakers ſhall hold and enjoy the intereſt of common, to all intents and purpoſes.

Provided always, that this act, nor any thing therein contained, ſhall not extend to the impairing, diminiſhing, letting, taking away or extinguiſhing of the intereſt of commoners, or any of them, or of the lords or owners of the ſoil, of, in or to any part of the reſidue of the waſte of commons, which is not or ſhall not be ſet forth or aſſigned to the undertakers, nor to any franchiſes or liberties, or waif, ſtray, leet, lawday, nor other liberties to be uſed or taken in the part ſo to the ſaid undertakers aſſigned; but that as well the commoners and lords and owners of that ſoil, ſhall and may enjoy their commons in the reſidue thereof; and the queen's majeſty, her heirs and ſucceſſors, and the lords and owners, ſhall and may have and enjoy ſuch liberties and franchiſes in ſuch their part as heretofore was lawfully uſed, and as they or any of them ſhould or might have done, if this act, or ſuch contract, bargain and aſſignment, had never been.

Provided always, that this act, or any thing therein contained, ſhall not extend either to any bargain, ſale, agreement, grant, conveyance or aſſurance, or to the inning, draining or laying dry, of any commons, marſhes or ſurrounded grounds, whereby or by means whereof any of the havens or ports of the realm may be in any ſort annoyed, impaired or hindered, nor to any grants within eight miles of *Yarmouth*, or ſix miles of *Lynn* in *Norfolk*.

But contracts, &c. made concerning the waſtes and commons of which the ſoil belongs to ſubjects; are not required to be by deed indented. The clauſe of the act as to them is as follows:

It is enacted, that the lord or lords, as well bodies politic or corporate, as any other perſon or perſons whatſoever, of all and every the waſte and commons as aforeſaid, and the moſt of the commoners for their particular commons, and likewiſe the owners, and ſuch as have or ſhall have intereſt in any ſeveral ſurrounded grounds lying within or near the ſame, may contract or bargain for part of ſuch commons, waſtes and ſeverals aforeſaid, with ſuch perſon and perſons which will undertake the draining and keeping dry perpetually the ſeveral waſtes or commons of that quality; which contract, and bargain and conveyances thereupon made, ſhall be good and available in law to all conſtructions againſt the ſaid lords of the ſaid ſoil, and owners of ſeverals, and their heirs, ſucceſſors and aſſigns, and all the commoners, and ſuch as ſhall or might have common or intereſt there afterwards, according to the contracts, covenants, proviſions and agreements in thoſe conveyances to be ſpecified,

and

and for ſo much of ſuch commons, waſtes or ſeverals, as ſhall be ſo contracted or conveyed; to hold and enjoy in ſeveralty to ſuch perſon or perſons, his or their aſſignee or aſſignees, as ſhall or have undertaken the ſame, in ſuch manner and form as his or their eſtates and intereſt are or ſhall be, by or upon ſuch contracts or agreements, by ſuch conveyances limited or appointed.

There are three kinds of perſons who may make leaſes for three lives, &c. but they muſt be by deed indented, and not by deed-poll, *viz.* (1) Any perſon ſeiſed of an eſtate-tail in his own right. (2) Any perſon ſeiſed of an eſtate in fee-ſimple in the right of his church. (3) Any huſband and wife ſeiſed of any eſtate of inheritance in fee-ſimple or fee-tail in the right of his wife, or jointly with his wife before the coverture or after, *viz.* the tenant in tail by deed to bind his iſſue in tail, but not the reverſion or remainder; the biſhop, &c. by deed without the dean and chapter, to bind his ſucceſſors; the huſband and wife by deed to bind the wife and her and their heirs; and theſe are made good by the ſtatute of 32 *H.* 8. *c.* 26. *Vide ſupra.*

(B) *Of the various Kinds of Deeds (a) with Relation to their Uſe and Effect.*

THERE are ſome deeds which concern the public, and others which concern and are made between particular perſons. *Shep. Epitome*, 397.

And

(*a*) Deeds, being the ſinews and ſtrength of mens inheritances and eſtates, *prima facie* appertain to him whoſe poſſeſſion is derived from them, and are as incidents or concomitants to the land, which go and paſs with it. And therefore if a man ſeiſed of lands in fee in poſſeſſion or reverſion, to which there belongs charters, deeds, and evidences, ſome with warranty and ſome without, make a feoffment in fee without warranty, the purchaſer ſhall have all the charters, deeds, and evidences, *ratione terræ*, as incident to the land, although they be not granted by the deed. And this is to the end that he may thereby be enabled to defend the land, he having no warranty to recover in value; and the feoffor, not being bound to warrant, has no uſe for them.

So if there be a warranty in the deed, yet, if the feoffor grant the deeds, the purchaſor ſhall nevertheleſs have them.

And if the thing that paſſes lie in grant, as common, rent, &c. there, although the ſeller or grantor do not grant the charters that concern the land, and although there be a warranty in the deed, the purchaſor ſhall have all the deeds that concern the land, for the grant is not good without the deeds.

But if a man be ſeiſed of land in poſſeſſion or reverſion, and has charters thereto belonging, ſome containing warranty and ſome not, and he make a feoffment of the land, and warrant it to the feoffee and his heirs, ſo that he is bound to render in value, and there are no words of grant of the charters in the deed; in this caſe, in as much as the defence of the title is at the feoffor's peril, he ſhall keep all the principal evidences that are material for the maintenance of the title of the land. As feoffments, releaſes, confirmations, wills in writing, by which the title to the land is deviſed, and deeds that comprehend warranty, whereof he may take advantage, and ſuch as may ſerve him to deraign the warranty paramount. Thus if *A.* enfeoff *B.* with warranty, and *B.* enfeoff *C.* with warranty, though *C.* may vouch *A.* upon the firſt warranty, yet he ſhall not have the firſt deed; but if

And of theſe ſome are abſolute, and ſome conditional: ſome concern the realty, ſome the perſonalty, and ſome are mixed. *Ibid.*

Some deeds contain *matter of grant*, or *gift*; amongſt which *feoffments*, *gifts*, *bargains and ſales*, *grants* and *leaſes*, are the chief. *Ibid.*

And ſome of them contain *matter of diſcharge*; as *releaſes*, *acquittances*, *deſeaſances*, and ſuch like. *Ibid.*

And ſome of them contain other matter; as *confirmations*, and ſuch like. *Ibid.*

Or, as they are otherwiſe diſtinguiſhed: Some of them are *conſtitutive* and *making*, and ſome are *remiſſory* or *liberatory*. Some of the *firſt ſort* are *creating*, *i. e.* ſuch whereby an eſtate, property or obligation, not having eſſence before, is newly raiſed and created; as the firſt *grant* of a rent, common, way, &c. eſtate-tail, for life, years, &c. and ſome of them are *conveying*, *i. e.* ſuch by which eſtates, properties, and the like, being already created, are conveyed to others; as *feoffments*, *bargains and ſales*, *grants over*, or *aſſignments*, *ſurrenders*, and the like.

if in this caſe a ſtranger have the deeds, the feoffee may recover them againſt him. So if *A.* enfeoff *B.* with warranty, and *B.* enfeoff *C.* by the word *dedi* (which implies a warranty for life of the donor) *B.* ſhall keep the charters during his life, but his heir ſhall not keep them afterwards.

If a lord come to land by eſcheat he ſhall have all the charters of land ſo eſcheated to him.

If one make a feoffment to two, and the heirs of one of them, and deliver all the charters and deeds to him that hath the fee-ſimple of the land, and he happen to die before his companion, his heir ſhall keep all the reſt of his evidences, except the deed of feoffment which the ſurviving jointenant is to have.

If two jointenants be by a defeaſable title, and a releaſe is made to them, and one of them die, now the ſurvivor ſhall have the releaſe, and all the reſt of the writings.

If a feoffment be made to two without deed, and the writings be delivered to one of them, the other ſhall not have them from him. So if one releaſe to his two joint-feoffees and deliver the deed to one, the other though he ſurvive ſhall not have it, for in this caſe *melior eſt conditio poſſidentis*.

If I releaſe to two diſſeiſors, and deliver the deed to one, the other ſurviving ſhall have it. If the diſſeiſee releaſe to the diſſeiſor, and he make a feoffment of the land, the feoffee ſhall have the releaſe. But if a feoffment be made to two without deed, and the evidences that do concern the land are delivered to one, the other ſhall not have them.

If a leaſe for life be made by deed, the remainder over in fee, the deed appertains to the leſſee during his life, and not to him in remainder.

And he that has the greater eſtate is intitled to the deeds. Therefore if a man has a rent in fee and grants it over for term of life, the deed belongs to the grantor, and not to the grantee.

But where a feoffment is made with warranty, the feoffee ſhall have ſuch deeds as are neceſſary only; and which concern the poſſeſſion and not the title; as exemplifications of records, conſtats, tranſcripts of fines, court-rolls, pedigrees, rentals, ſurveys, accounts, and the like.

But in all caſes of conveyances to uſes, the poſſeſſion of the deeds appertains to the feoffee or covenantee, and not to the *ceſtui que uſe*; the reaſon for which is ſaid to be, that it was ſo at common law; and the *ceſtui que uſe* is in by act of law, in like manner as tenant in dower, and by ſtatute ſtaple or merchant, and the ſtatute of uſes though it transfers the legal eſtate to the *ceſtui que uſe*, does not transfer the deeds. *Vide Dyer* 277. *a. pl.* 58. 2 *Roll. Abr. Tit. Z. pl.* 3 *Cro. Jac.* 217. *pl.* 5. *Noy* 145. *Sed. vid. Co. Litt.* 13 *ed. fol.* 6. *note* 4. where it is ſaid that this is a queſtionable point.

Et vide 1 *Co.* 1, 2, 3. 11 *Co.* 50. *Roll. Abr. Tit. Fait.* (Z) *Moore* 503. 5 *Co.* 75. *Fitzh. Abr. Tit. Monſtrans de Droit* 58.

Thoſe

Thoſe of the laſt ſort are ſuch as deſcribe and teſtify ſome precedent contract for a duty or fact to be paid, performed or done, releaſed or diſcharged; of which ſort are all *acquittances*, *releaſes*, and other ſuch like matters of diſcharge. *Ibid.*

But there may be and are divers other kinds of deeds beſides thoſe which are named before; for every *agreement* put in writing, ſealed and delivered, becomes a deed. And *attornments*, *exchanges*, *ſurrenders*, *partitions*, *authorities*, *commiſſions*, *licences*, *revocations*, and the like, are uſually made, given, done and granted by deed; and there are divers other inſtruments, concerning merchants, and other affairs; if therefore any of theſe be done by deed, ſuch a deed is for the moſt part ſubject to the rules reſpecting deeds herein laid down. *Ibid.*

Although *feoffments*, *giſts*, *bargains*, *leaſes*, *attornments*, *exchanges*, *ſurrenders*, and ſuch like, may in divers caſes be as well made and done without as with a deed; (*a*) yet if a man will make his claim to any thing given or granted by ſuch *feoffments*, *giſts*, &c. by deed, ſuch deed muſt be a good and perfect deed. *Ibid.*

Conveyances are either, (1) according to the courſe of the *common law*; (2) according to, or by force or power of *acts of parliament*; or (3) according to *cuſtom*.

Firſt, *According to the courſe of the common law*, there are two kinds of conveyances; 1. By *matter of record*; 2. By *matter in pais*.

I. *By matter of record*, they are either, (1) by *fine*; (2) by *common recovery*: or (3) by *deed inrolled*.

1. *Fines* in general are of two *kinds*; (1) at common law; or (2) with proclamations: And their *effects* are, (1) in relation to the barring *privies*, or conveyance of eſtates; or (2) in relation to *ſtrangers*, *non-claim*.

2. *Common recoveries* as to their *kinds*, are either with ſingle, double or treble voucher: And as to their *effects*, they are in relation to transferring or barring eſtates-tail, remainders, reverſions, &c.

3. *Deeds inrolled* are of three kinds; (1) deeds inrolled by *ſpecial cuſtom*, as in *London*; (2) deeds inrolled at *common law*; or (3) deeds inrolled in purſuance of certain ſtatutes.

II. Conveyances *by matter in pais*, are either, (1) without deed; or, (2) by or with deed.

Conveyances *in pais without deed*, are either, (1) Of *chattels*, as leaſes or extents of land, which may be either by grant or aſſignment by parol, or by exchange (*b*), (*but as to the laſt*, quære); or (2) Of *freeholds* of lands by livery, and conveyances *in pais with or by deed*, which, with relation to the creating or paſſing eſtates, are called *charters*, *grants* or *feoffments*.

Deeds, with relation to their *uſe*, are either, (1) ſuch as have their *efficacy* without the adjunct of ſome other ceremony; or (2) ſuch as require another ceremony to be joined with them to give them effect.

I. As to the firſt they are of three kinds, (1) *Grants*, (2) *Releaſes*, and (3) *Confirmations*.

As to grants; there are many things that are of an *incorporeal nature*; as *advowſons*, *tithes*, *liberties*, *commons*, &c. that cannot paſs from one

(*a*) *Vid. ſupra*, *fol.* 175. *note c.* as to *ſtat.* 29 *Car.* 2. *cap.* 3. which alters the common law in this reſpect.

(*b*) *Vid. ſupra* 175. n. (*c*) as to ſtatute 29 *Car.* 2. *cap.* 3. which alters the common law in this reſpect.

to

to another by act of the party without deed, and yet pass by deed without any other ceremony requisite.

As to releases, they are of several kinds, *viz.* (1) releases whereby the thing released is extinguished in the possession of the releasee; as rights, commons, seigniories, rents, &c. and other profits issuing out of lands by release to the tenant; or (2) *releases* whereby an estate is transferred, which is either by *mitter le estate*, as of one jointenant to another; or by *encrease* or *enlargement* of the estate, being made by the reversioner to the lessee in privity, with apt enlarging words.

As to confirmations, they are of two sorts, *viz.* 1. *Corroborating* the estate of which it is made; as *dean* and *chapter* confirming the *grant* of the *bishop*; *patron* and *ordinary* confirming the *grant* of the *parson*; or the disseisee that of the disseisor. 2. *Enlarging* the estate with apt words, as in case of *release*.

II. And as to such deeds as require a ceremony concomitant with them to make them effectual; such ceremonies are *livery of seisin* in the case of *feoffment*, though by deed; or *attornment*, which is requisite in grants of reversions, remainders, rents, seigniories.

The *effects* of attornments are, (1) To create a *privity of distress*, or *action*, as in the case of *fines*, *quid juris clamat*, *quem redditum reddit*, *per que servitia*. Or (2) to pass the interest, as in cases of grants singly by deed. (*a*)

As to other concomitant ceremonies, vid. supra.

Secondly, Conveyances according to, or by force or power of acts of parliament, are of two kinds; 1. By way of *bargain and sale*, according to the *stat.* 27 *H.* 8. 2. By way of *use*, which is either, (1) *with transmutation* of possession, as by feoffment or fine; or (2) *without transmutation of* possession, by covenant to stand seised. 3. By way of *devise*.

Thirdly, Conveyances according to custom. These are of copyhold estates, which are either by the *grant* of the lord where he is absolute owner; or by *surrender* and *admittance*, where the owner is a copyholder.

All which kinds of deeds and instruments, whether constitutive, conveying, restrictive, remissory or liberatory, are proposed to be particularly treated of in the ensuing part of this work.

(*a*) *Vid. supra.* 178. n. (*b*) Attornments now unnecessary.

* Of Agreements.

Conſtruction of Agreement. Vid. Lilly 164.

SECT. I.

Of the Nature of an Agreement.

AN agreement, in the common and ordinary acceptation of the w ſignifies a memorandum, article, or minute, containing the c ſent of two or more perſons concurring, the one in parting with, and other in receiving ſome property, right, or benefit, made prepara to a more ſolemn and formal execution.

In every agreement there muſt be, Firſt, a perſon capable of en ing into an agreement ſo as to be binding upon him. Secondly, property, right, or benefit, capable of being agreed about. Thir A perſon capable of poſſeſſing, accepting, or receiving ſuch prope right, or benefit.

* SECT. II.

Of Perſons capable of entering into an Agreement.

AN agreement, being an act of the underſtanding, requires that perſons intended to be agents therein, ſhould be capable of exerci that faculty. Conſequently a perſon *non compos* is not capable of ent ing into an agreement. 1 *Bac. Abr.* 67.

Upon the ſame principle an infant is incapable of binding himſelf any agreement that is not for his own benefit, he being, from the i becility of his mind, incapable of doing any act which may prejudi him in his eſtate or affairs. *Ibid.*

But the law allows infants to make contracts for their own benefit a advantage, with power in moſt caſes, to recede from and vacate the whenever they prove prejudicial to them; and the law will compel p ties contracting with infants to perform their contracts, or give adequate ſatisfaction in damages. *Burr.* 566. 2 *Stra.* 938. 2 *Bar nard K. B.* 174. *Sid.* 446. 2 *Keb.* 623. *Vent.* 51. 2 *Sid.* 10 1 *Brownl.* 11. *W. Jones* 164. *Fitzgib.* 175, 275. *Barnard K. B.* 290.

And if infants contract or agree for neceſſaries, they are abſolutel bound thereby. Which is an exception to their imbecility to contra introduced in benignity to them; as, if they were not allowed to bin themſelves for neceſſaries, no perſon would truſt them, which would defeat

defeat the intent of the exemption, by placing them in a more diſadvantageous ſituation than perſons of full age are in. 1 *Roll. Abr.* 729. *Salk.* 386. *pl.* 2. *Cro. Eliz.* 920. *Moore* 679. *pl.* 929. *Roll. Abr.* 729. *Lev.* 86. *Keb.* 382, 416, 423. 10 *Mod.* 139.

It follows that an infant may bind himſelf to pay for his neceſſary meat, drink, apparel, neceſſary phyſic, teaching and inſtruction, and for proviſion for his wife and children, if he marries. *Co. Litt.* 172. *Carter* 215. *Stra.* 168.

And the law diſtinguiſhes between perſons as to neceſſaries, as between a nobleman and a gentleman's ſon; alſo the law diſtinguiſhes in point of time and education; as at ſchool, *Oxford*, and the Inns of Court; and makes a difference as to neceſſaries for ſchool boys and thoſe of riper years. *Carter* 215.

But if an agreement for neceſſaries be in a ſum certain, and that proves to be an unreaſonable value, it is ſaid this would not bind him. Conſequently that the contract of an infant for neceſſaries, *quatenus* a contract does not bind him; but only that ſince an infant muſt live as well as a man, the law gives a reaſonable price to thoſe who furniſh him with neceſſaries. *Bac. Abr.* vol. 3. fol 134.

But an agreement by an infant to pay money lent to him to be laid out in neceſſaries, will not bind the infant *at law*; and therefore the lender muſt at his peril lay it out for him, or ſee that it is laid out in neceſſaries; for the law will not truſt the infant with the application and laying it out. *Salk.* 386. Lord *Raym.* 344. 12 *Mod.* 197. *Stra.* 1083. 5 *Mod.* 368.

The court of chancery will decree building leaſes for ſixty years of infants eſtates when it appears to be for their good. 2 *Vern.* 224.

An agreement by an infant to take a leaſe for years rendering rent, will, if he enter upon the land, render him liable to be charged with an action of debt during his minority, becauſe the purchaſe is intended for his benefit. But he may make the agreement and not enter. And if more rent be reſerved on the leaſe than the land is worth he may avoid it. 2 *Bulſt.* 69. See *Cro. Ja.* 320. *Roll. Abr.* 731. *K.* 50.

Coverture likewiſe is an incapacity to enter into an agreement for want of *volition*, the law having put a feme covert under the power of her huſband. 1 *Bac. Abr.* 6[illegible].

Indeed it is ſaid, that if a feme covert, by agreement made with her huſband, is to ſurrender a copyhold or levy a fine, equity will compel her, though the huſband die before it be done, to perform the agreement. 2 *Vern.* 61. *pl.* 52. *Eq. Ca. Abr.* 25. *pl.* 6. but it appears from the regiſter-book that the court made no decree in this cauſe, it being by conſent referred for arbitration. *Eq. Ca. Abr.* 62. *pl.* 2. *per cur.*

An anceſtor ſeiſed in fee may, by his agreement, bind his heir. Therefore if *A.* agree to ſell lands and receive part of the purchaſe-money, but die before a conveyance is executed, and a bill is brought againſt the heir, he will be decreed to convey. 2 *Vern.* 215.

But it is ſaid, that if a man aſſume for 100*l.* to make a leaſe for 21 years and die, his heir is not compellable in a court of equity to make a leaſe, becauſe it is againſt the common law. 1 *Roll. Abr.* 377. *pl.* 18. *Sed. quære.*

But

But a tenant in tail cannot, by an agreement to convey, or bargain and ſell the lands intailed for a valuable conſideration, bind his iſſue, either in law or equity, without levying a fine or ſuffering a recovery. And, therefore, if he die before a fine levied or a recovery ſuffered, ſuch an agreement will be void. And even if there be a decree againſt tenant in tail, to levy a fine or ſuffer a recovery in purſuance of an agreement, and he die in contempt in priſon for not executing it, yet the iſſue will not be bound. *Hob.* 203. *Chan. Ca.* 171. *Lev.* 23[illegible] 2 *Vent.* 350. 1 *Eq. Ca Abr.* 25. *pl.* 4. 265. *pl.* 2. 2 *Vern.* 306.

But if the iſſue in tail receive part of the purchaſe-money in his father's life-time, or after his death, or if he join in the deed with his father, or covenant for further aſſurance, &c. then it becomes his own agreement, and he will be bound thereby at law and in equity. *Chan. Ca.* 171. *Lev.* 238.

And if there be tenant in tail in equity, as of a truſt, or under an equitable agreement; and he, for valuable conſideration, bargain and ſell the land without fine or recovery, this it ſeems will be binding on his iſſue. Becauſe the ſtatute *de donis* does not extend to it, being an entail in equity, and a creature of the court. *Chan. Ca* 234. 2 *Chan. Ca.* 64. 2 *Vent.* 350. *Vern.* 13. *pl.* 8. 440. *pl.* 412. 2 *Vern.* 13[illegible] 583. *pl.* 525. 702. *pl.* 625.

* *How Agreements ought to be made.*

EVERY agreement ought to be perfect, full, and compleat, ſo as to ſhew with preciſion what is meant to be ſtipulated, and the mutual conſent of the parties thereto. *Plowd.* 5.

It ſhould alſo provide for the poſſibility of a failure in either of the contracting parties. With which view it ſhould be executed with a recompence, or be ſo clear and certain as to give an action or remedy thereon; and it is beſt to ſtipulate expreſsly that the party on whoſe default a failure in performance ſhall enſue, ſhall reimburſe the other party in all coſts incurred by reaſon of entering into the contract, and in order to the accompliſhment of it.

And if the agreement relate to a ſale of lands, it is prudent to ſtate therein what covenants the party ſelling ſhall enter into reſpecting the ſame, as thereby any conteſt concerning them will be avoided, and the matter not left to opinions, which in this caſe are various, or the deciſion of a court of equity.

Any thing under ſeal, which imports an agreement will amount to a covenant; and a proviſo, by way of agreement, amounts likewiſe to a covenant; and actions may be brought upon them as ſuch. 1 *Lev.* 15[illegible]

But ſealing is not neceſſary to take an agreement out of the ſtatute of frauds. *Pre. Chan.* 16. 561.

It is beſt that both parties ſhould ſign an agreement, but it will be binding, notwithſtanding the ſtatute of frauds, if it be ſigned by one party only; if the other party be ſo circumſtanced as that he may have a mutual remedy thereupon. *Ibid.* 1 *Eq. Ca. Abr.* 21.

SECT.

* SECT. III.

Of the Kinds of Agreements.

AGREEMENTS may be either in writing or by parol.

In paſſing lands or tenements at common law no other ſolemnity was required, than that of livery and ſeiſin, which being a tranſlation of the feud *coram paribus curtis*, and teſtified by them, was held a ſufficient notoriety to direct the lord of whom he was to demand his ſervices, and to inform ſtrangers againſt whom they were to commence their actions. But now by the ſtatute 29 *Car.* 2. *c.* 3. *ſec.* 1. It is enacted, that "all leaſes, eſtates, intereſts of freehold or term of years, or any uncertain intereſts, of, in, or out of any meſſuages, manors, lands, tenements or hereditaments, made or created by livery and ſeiſin only, or by parol and not put in writing, and ſigned by the parties ſo making or creating the ſame, or their agents thereunto lawfully authorized by writing, ſhall have the force and effect of leaſes and eſtates at will only, and ſhall not either in law or equity be deemed or taken to have any other or greater force and effect; any conſideration for making any ſuch parol leaſes or eſtates, or any former uſage to the contrary notwithſtanding."

Sec. 2. "Except leaſes not exceeding the term of three years from the making thereof, whereupon the rent reſerved to the landlord, during ſuch term, ſhall amount unto two-third parts at the leaſt of the full improved value of the thing demiſed."

Sec. 3. And that "no leaſes, eſtates, or intereſts, either of freehold or terms of years, or any uncertain intereſt, not being copyhold or cuſtomary intereſt, of, in, to or out of any meſſuages, manors, lands, tenements or hereditaments, ſhall be aſſigned, granted or ſurrendered, unleſs it be by deed or note in writing, ſigned by the party ſo aſſigning, granting, or ſurrendering the ſame, or their agents thereunto lawfully authorized, by writing or by act or operation of law."

Sec. 4. And it is further enacted, "That no action ſhall be brought whereby to charge any executor or adminiſtrator upon any ſpecial promiſe to anſwer damages out of his own eſtate, or whereby to charge the defendant upon any ſpecial promiſe to anſwer for the debt, default or miſcarriages of another perſon, or to charge any perſon upon any agreement made upon conſideration of marriage, or upon any contract or ſale of lands, tenements or hereditaments, or any intereſt in or concerning them, or upon any agreement that is not to be performed within the ſpace of one year from the making thereof, unleſs the agreement upon which ſuch action ſhall be brought, or ſome memorandum or note thereof ſhall be in writing, ſigned by the party to be charged therewith, or ſome other perſon by him thereunto lawfully authorized."

Sec. 17. Enacts, that "no contract for the ſale of any goods, wares and merchandizes for the price of 10*l.* ſterling or upwards, ſhall be allowed to be good, except the buyer ſhall accept part of the goods ſo ſold,

tinue the mortgage upon the premiſſes, then he ſhall indemnify the ſeller from the ſame.

the ſum of 500*l.* part thereof, to him the ſaid *R. C.* his heirs, executors or adminiſtrators, and the like ſum of 500*l.* reſidue thereof, to him the ſaid *G. H.* in diſcharge of the ſaid mortgage, and of the covenants of the ſaid *R. C.* therein contained; or in caſe the ſaid *E. W.* ſhall make default in payment of the ſaid ſum of 500*l.* to the ſaid *G. H.* on the day before mentioned, for payment thereof, and be minded to continue the ſaid mortgage, upon the ſaid premiſſes: then he the ſaid *E. W.* his heirs, executors and adminiſtrators, or ſome or one of them, ſhall and will from thenceforth, and at all times then after, ſave harmleſs and keep indemnified him the ſaid *R. C.* his heirs, executors and adminiſtrators, from all paymeuts, covenants, clauſes and agreements, on the part of him the ſaid *R. C.* his heirs, executors or adminiſtrators, in the ſaid mortgage mentioned to be by him or them done, paid and performed; he the ſaid *R. C.* paying all intereſt due for the ſaid principal ſum of 500*l.* to the ſaid —— day of —— next enſuing. *In witneſs*, &c.

Another, the Form different.

Articles of Agreement, &c. *Between* Sir *H. E.* of, &c. Bart. of one Part, and *J. B.* of, &c. Apothecary, of the other Part, in Manner as follows, *viz.*

Covenant to convey.

FIRST, The ſaid Sir *H. E.* in conſideration of the ſum of 650*l.* &c. herein after covenanted to be paid to him by the ſaid *J. B.* doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *J. B.* his heirs and aſſigns, by theſe preſents, in manner as follows, *viz.* That he the ſaid Sir *H. E.* or his heirs, ſhall and will, on or before the —— day of —— now next enſuing, make out a good and clear title to, and by good and ſufficient conveyances and aſſurances in the law, be the ſame by fine, recovery or otherwiſe, to be by him duly executed, levied and ſuffered, as the counſel of the ſaid *J. B.* his heirs or aſſigns, ſhall adviſe and require,) convey and aſſure unto, and to the uſe of the ſaid *J. B.* his heirs and aſſigns, free from all incumbrances whatſoever, all that piece or parcel of arable land, meadow and paſture ground, called by the ſeveral names of and, &c. herein after particularly mentioned and expreſſed; *to wit*, all that, &c. be the ſame more or leſs, together with, &c. ſituate, &c. and as the premiſſes are or late were in the tenure, &c. at and under the yearly rent of, &c. *And* that the ſaid *J. B.* his heirs and aſſigns, ſhall be put into poſſeſſion of all and ſingular the ſaid premiſſes, on or before —— &c. next; *And alſo* that he and they ſhall be intitled to, have and receive the rents and profits thereof, from, &c. now laſt paſt; *In conſideration* of which conveyance and aſſurance of the ſaid premiſſes to be ſo made, done and executed by the ſaid Sir *H. E.* or his heirs, to the ſaid *J. B.* his heirs or aſſigns, in manner as aforeſaid, he the ſaid *J. B.* for himſelf, his, &c. doth covenant, &c. to and with the ſaid Sir *H. E.* his, &c. by, &c. That he the ſaid *J. B.* his, &c. ſhall and will, on the executing ſuch conveyance, &c. ſo to be made, &c. well and truly pay, &c. the ſaid ſum, &c. *Which* ſum is hereby agreed and declared by and between the parties hereto to be in full for the abſolute purchaſe of the ſaid

When the purchaſer is to be put in poſſeſſion, and from what time to receive rents.

Covenant to pay the purchaſe-money, which is in full.

ſaid premiſſes. *And laſtly*, it is hereby further mutually agreed by, &c. that the ſaid *J. B.* ſhall only be at the charge of paying for drawing and ingroſſing the indentures of leaſe and releaſe, for conveying to him the ſaid premiſſes; and that all atteſted copies of titles, deeds and covenants to produce the ſame; and alſo of a fine and recovery (in caſe the ſame ſhall be adviſed and thought neceſſary and proper to make ſuch conveyance,) ſhall be at the charge of, and paid for by the ſaid Sir *H. E.* *In witneſs*, &c.

Charges of the deeds, copies, &c.

Agreement for the Sale of a Manor at —— Years Purchaſe, beſides the Timber Trees which are to be valued, and the Copyhold Fines payable by the Tenants on Death or Alienation, are likewiſe to be valued, and —— Years Purchaſe given for the ſame: The Purchaſer to enter and pay 5l. per Cent. *till Purchaſe-Money paid, and Part thereof to be paid to a Mortgagee.*

Articles, &c. *Between A. B.* of, &c. and *C. D.* of, &c.

WHEREAS the ſaid *C. D.* has contracted and agreed with the ſaid *A. B.* for the abſolute purchaſe of the fee-ſimple and inheritance of all that, &c. ſituate, &c. as the ſame, &c. is deſcribed and ſet forth in the particular hereunder written, after the rate of 23 years purchaſe for the neat rent, after deducting outgoings and incumbrances; and over and above the ſaid 23 years purchaſe, it is agreed between the ſaid parties, that the timber, (which is conſiderable) on the ſaid eſtate and premiſſes ſo contracted for, is to be valued and paid for by the ſaid *C. D.* his, &c. which timber, including the bark, lops, and tops thereof, are to be valued by two indifferent perſons, ſkilful in meaſuring and valuing timber, one of which perſons is to be named and choſen by the ſaid *A. B.* and the other, &c, by the ſaid *C. D.* and if they cannot agree upon the value, then ſuch perſons ſo choſen ſhall chuſe a third perſon as an umpire, who is to end the difference between the other two perſons; which umpire is to be a perſon ſkilful in meaſuring and valuing timber; *And whereas* there is now a mortgage of about 2000*l.* and intereſt upon the ſaid eſtate, and the perſon in whom the intereſt of ſuch mortgage is veſted, being deſirous to have the ſame paid in, the ſaid *C. D.* has agreed, as ſoon as a good and legal aſſignment of the ſaid mortgage ſhall be prepared, to advance unto the ſaid *A. B.* his, &c. the ſaid ſum of 2000*l.* to enable the ſaid *A. B.* his, &c. to pay off ſuch mortgage, which is at the ſame time to be aſſigned and conveyed by the ſaid *A B.* his, &c. to the ſaid *C. D.* his, &c. or to ſuch perſon or perſons as he or they ſhall direct, at the coſts of the ſaid *A. B.* but in ſuch manner as the counſel of the ſaid *C. D.* his, &c. ſhall direct or adviſe: *Now theſe preſents witneſs*, and the ſaid *A. B.* doth for himſelf, &c. covenant, &c. to and with the ſaid *C. D.* his, &c. by theſe preſents, that he the ſaid *A. B.* his, &c. ſhall and will, in conſideration of the ſaid *C. D.* his, &c. paying unto him the ſaid *A. B.* his, &c. ſo much money as the ſame manor, eſtate and timber, with the bark, lops and tops thereof ſhall amount unto, according to the under-written particular, the manor, eſtate and land, at the rate of 23 years purchaſe, and the timber

Recital of agreements for purchaſe, at 23 years purchaſe, and the timber to be ſeparately paid for as valued by perſons to be choſen.

A mortgage to be paid off and aſſigned to the purchaſer.

Covenant, on paying 23 years purchaſe, and for the timber, to convey.

timber to be valued in manner as aforesaid, convey and assure the said manor and estate, (mentioned in the said particular,) and the fee simple and inheritance thereof within —— months, &c. unto the said *C. D.* his, &c. to the only use and behoof of the said *C. D.* his heirs and assigns for ever, or to some other person or persons, in trust for the said *C. D.* his heirs and assigns, free, &c. except, &c. *And* the said *C. D.* for himself, &c. doth covenant, &c. to and with the said *A. B.* his, &c. by, &c. in manner following; (that is to say) That he the said *C. D.* his, &c. shall and will, upon having a good title made to him, his, &c. or any person or persons in trust for him, his, &c. as aforesaid, and at his and their costs and charges in the law, of the said manor, &c. free, &c. except, &c. pay and advance the said sum of 2000*l.* of, &c. unto the said *A. B.* his, &c. to enable him or them to pay off and discharge the said mortgage, which is at the same time to be assigned, &c. *(ut supra)* to advise for securing the same sum of 2000*l.* and on executing such conveyances of the said manor, &c. to, &c. by, &c. as aforesaid, shall and will pay or cause, &c. unto the said *A. B.* his, &c. so much good and lawful money of *G. B.* as the said estate and premisses, after all deductions, out-goings and incumbrances shall amount to, at the rate of 23 years purchase; and also so much more good, &c. money of, &c. as the timber, bark, lops and tops aforesaid on the said estate, being valued as before directed, shall amount to; the said 2000*l.* so to be advanced in discharge of the said mortgage, being to be allowed as and accounted for as part of such purchase-money. *And* it is agreed by and between the said parties to these presents, that the said persons so be chosen to value the said timber, shall also in like manner value all the oak, ash and elm trees under the size of timber, standing and growing on the said premisses, if such trees, or any of them, are in the judgment of such persons usually paid for in purchases; and shall also in like manner value the growth of all the woods and underwoods belonging to the said premisses, according to the custom of that country; but regard is to be had in valuing the same, to leave so much timber, trees and woods as are sufficient to repair the farm, and find the same with fire wood. And whatever sum of money the same trees woods and underwoods so to be valued shall amount to, that is to be added to, and to be part of the purchase-money hereby contracted for. *Also* it is agreed between, &c. that the copyhold fines due or belonging to the said manor upon a death or alienation, shall also be valued by two other persons, one to be chosen by the said *A. B.* his, &c. and the other by the said *C. D.* his, &c. who are to compute what the same are worth *communibus annis*; and the said *C. D.* shall pay after the rate of 23 years purchase for what the same shall be computed worth, taken at the medium of what the fines have produced for the last 23 years to be worth yearly, and whatever sum or sums of money the same shall upon such computation amount to, such sum or sums shall be added unto and be part of the purchase-money hereby contracted for. *And lastly*, it is hereby agreed by, &c. and the true intent, &c. are, that it shall and may be lawful for the said *C. D.* his, &c. to enter upon the said manor and premisses, at or upon, &c. and to have and receive the rents and profits of the premisses from the said, &c. for his own use and benefit, he the said *C. D.* his, &c. in lieu thereof allowing and paying unto the said *A. B.* his, &c. 5*l. per cent. per ann.* for the whole purchase-money agreed

Covenant, on having a good title made, to pay off the mortgage; and the rest of the purchase-money for the estate and timber.

Agreement as to trees under the size of timber, and underwoods.

Copyhold fines to be valued by two other persons, for which the purchaser is to pay 23 years purchase.

When the purchaser shall enter and receive the profits, paying 5*l. per cent.* for the purchase-money till it is paid.

agreed to be given and contracted for, for the ſaid eſtate, until any part of the ſaid purchaſe-money ſhall be to the ſaid *A. B.* or to his heirs, or to any perſon to his or their uſe paid, then the intereſt of ſo much of the ſaid purchaſe-money ſo to be paid as aforeſaid, ſhall ceaſe, and intereſt, after the rate aforeſaid, ſhall be paid only for the remainder of ſuch purchaſe-money. *In witneſs*, &c.

The Particulars referred to in the above Articles of Agreement.

(*Here mention the Particulars.*)

Another Agreement for the Sale of a Freehold Eſtate at ——— Years Purchaſe, the Purchaſer to retain Part of the Purchaſe-Money to pay off Incumbrances, and to buy in a Reverſion of Part of the Premiſſes: if the Reverſion cannot be got in, the Purchaſer may make void this Agreement, wherein are likewiſe Articles for the Valuation of Timber, &c. *which is to be paid for ſeparately.*

Articles, &c. *Between A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part.

IT *is agreed*, between the ſaid *A. B.* and the ſaid *C. D.* that *A. B.* ſhall purchaſe of *C. D.* and *C. D.* ſhall ſell and convey to *A. B.* all his eſtate, lands, tenements and hereditaments, at, &c. and elſewhere, in the county of *E.* upon the terms herein after mentioned. That *A. B.* ſhall pay to *C. D.* for the purchaſe of the ſaid premiſſes, after the rate of 23 years purchaſe for the whole premiſſes, according to the preſent annual rents, as the ſame are now let to the tenants, and the like rents of 23 years purchaſe for all the coppice ground belonging to the ſaid premiſſes, not let to the tenants, computing the annual value of ſuch coppice ground after the rate of 7*s. per* acre, the long meaſure, by which coppice ground is uſually meaſured in that county. That *A. B.* ſhall further pay to *C. D.* for all the timber growing on the whole eſtate, as the ſame ſhall be valued by two indifferent perſons, one to be choſen by *A. B.* and the other by *C. D.* in which valuation of timber, all trees growing on the premiſſes ſhall be accounted timber which are of the value of 1*s.* or above that value, to be eſtimated according to the uſual manner and cuſtom of valuing timber; including as well the timber trees growing on the foreſt, as on the other parts of the eſtate: And *A. B.* ſhall alſo pay for the underwood growing on the ſaid foreſt ground, according to the valuation to be made thereof by two ſuch perſons as aforeſaid; *Provided* it ſhall appear that *C. D.* has a right of felling ſuch timber, and cutting down ſuch underwood on the foreſt ground at his pleaſure. That *A. B.* ſhall take the ſaid eſtate in the condition it now is, without any allowance or deduction for the repairs of the premiſſes, or for the ſea walls, or the tenants boots, or for the life of the widow *F.* in reſpect of the 100*l. per annum* payable to her. That in conſideration of the ſaid purchaſe-money, *C. D.* ſhall with all convenient ſpeed convey,

Agreement for the purchaſe and ſale, at —— years purchaſe.

How to be computed.

Timber to be valued.

What deemed timber.

Underwood to be valued.

Purchaſer to take the eſtate as it is without allowance for repairs, &c.

A good eſtate in fee-ſimple to be conveyed.

convey, or procure to be conveyed to *A. B.* and his heirs, a good estate in fee-ſimple in all the premiſſes, free from all incumbrances, except the ſaid annuity of 100*l.* payable to Mrs. *F.* for her life;) in which conveyance are to be included not only the farms, &c. in leaſe to the tenants, but all all the foreſt ground, &c. belonging to *C. D.* And alſo, &c. And in general, all the eſtate, &c. which *C. D* hath in the lands and premiſſes, or any other lands and premiſſes in *E.* aforeſaid; and *A. B.* to be let into the poſſeſſion of the premiſſes. That all the incumbrances now on the premiſſes, (except before excepted,) ſhall be paid by the ſaid *A. B.* out of the ſaid purchaſe-money, to ſuch of the mortgagees as ſhall be willing to take their money; but as to ſuch mortgagees as ſhall inſiſt on the uſual notice, *A. B.* ſhall retain in his hands ſo much of the purchaſe-money as is ſufficient to anſwer the principal and intereſt then due to ſuch mortgagees. And the ſaid *A. B.* ſhall alſo be allowed to retain in his hands as much of the purchaſe-money, as ſhall be ſufficient for the buying in the reverſion of part of the premiſſes herein after mentioned, and the charges thereof, and for the obtaining and proſecuting any decree or act of parliament for that purpoſe. And the reſidue of the purchaſe-money (after deducting what is hereby agreed to be retained in his hands as aforeſaid) ſhall be paid to *C. D.* or his aſſigns, for which the whole premiſſes ſhall ſtand and remain as a ſecurity to *A. B.* till the ſaid reverſion ſhall be purchaſed as aforeſaid. That as to ſuch part of the lands and premiſſes as *C. D.* is poſſeſſed of only for the remainder of a term of 500 years, he ſhall be at the charge of purchaſing in the reverſion of the ſaid premiſſes, and of any decree or act of parliament to be obtained for that purpoſe, ſo as that the fee-ſimple and inheritance thereof may be conveyed to the ſaid *A. B.* and his heirs, in which a ſufficient part of the ſaid purchaſe-money ſhall be left in his hands, as in the next preceding articles is provided. That in caſe it ſhall be found that the reverſion cannot be brought, or otherwiſe got in, and if the ſame ſhall not be actually conveyed to the ſaid *A. B.* on or before &c. the ſaid *A. B.* ſhall be at liberty to vacate the preſent agreement of the ſale and purchaſe of the ſaid premiſſes, and ſhall be paid back what of the ſaid purchaſe-money he ſhall have then paid, with intereſt for the ſame, diſcounting thereout what he ſhall have received by the rents and profits of the ſaid premiſſes, to the ſaid *C. D.* or his aſſigns, or as he ſhall appoint, free from all incumbrances done by the ſaid *A. B.* But if the reverſion of the ſaid premiſſes ſhall be brought in, and conveyed to the ſaid *A. B.* the ſurplus of the ſaid ſum of 500*l.* (after deducting what ſhall have been paid for that reverſion, and the charges of getting in the ſame) ſhall be paid to the ſaid *C. D.* with intereſt for the ſame from the time when the ſaid *C. D.* ſhall have had poſſeſſion of the premiſſes. That if at the time of executing the ſaid conveyance and letting the ſaid *A. B.* into the poſſeſſion of the ſaid premiſſes, three months or upwards ſhall have then elapſed ſince the laſt rent-day, the ſaid *C. D.* ſhall have an allowance in reſpect of the ſaid three months ſo elapſed, and ſhall alſo have liberty to receive any rent which ſhall be in arrear in the tenants hands at the ſaid then laſt rent-day. That in regard it may be very difficult (if not impracticable) rightly to view and value the timber growing on the ſaid premiſſes, and to meaſure the coppice ground, during the ſummer ſeaſon, by reaſon whereof the purchaſe-money to be paid by the ſaid *A. B.* in reſpect of ſuch timber and coppice

The purchaſer to retain ſo much of the purchaſe money as will pay off mortgages.

Reverſion of part of premiſſes, and for obtaining a decree or act.

Reſidue of purchaſe money to be paid the vendor.

Premiſſes ſtand charged till reverſion purchaſed.

The vendor to bear the charges of buying in a reverſion of part of the premiſſes.

If reverſion cannot be got in, the purchaſer ſhall be at liberty to vacate this agreement, and be paid back his money, diſcounting rents, &c. got in.

But if conveyed, ſurplus of 500*l.* to be paid to the vendor.

Agreements as to arrears of rent, and time elapſed between the rent day and day of poſſeſſion.

The timber not to be valued till winter, and the purchaſe to give a bond for the money.

pice ground cannot at preſent be reduced to a certainty, it is agreed that the valuing the ſaid timber and meaſuring the ſaid coppice ground, ſhall be deferred till the next fall of the leaf, and that in the mean time the ſaid *A. B.* ſhall give to the ſaid *C. D.* or to ſome other perſon whom he ſhall name, in truſt for him, a bond, in a ſufficient penalty, conditioned to pay for the ſaid timber and coppice ground, according to the valuation and rates aforeſaid, as ſoon as the ſame ſhall be valued and meaſured as aforeſaid. *In witneſs*, &c.

Agreement for the Sale of a Moiety of Freehold Lands by Huſband and Wife and her Son by her former Huſband, and Agreements as to Deductions out of Purchaſe-Money.

Articles, &c. *Between A. B.* of, &c. and *B.* his Wife, who was the Widow of *C D.* late of, &c. deceaſed, and *D. D.* eldeſt Son and Heir of the ſaid *D. D.* by the ſaid *B.* of the one Part, and *E. F.* of, &c. of the other Part,

THE ſaid *A. B* for himſelf and the ſaid *B*, his wife, his and her heirs, &c. and the ſaid *D. D.* for himſelf, &c. do hereby covenant, &c. to and with the ſaid *E. F.* his, &c. that in conſideration, &c. in hand, &c. at, &c. the receipt, &c. and in conſideration of the covenants and agreements herein after contained, on the part and behalf of the ſaid *E. F.* his, &c. they the ſaid *A. B.* and *B.* his wife, and *D. D.* and the heirs of the ſaid *D, D.* ſhall, &c. before, &c. by ſuch good and ſufficient conveyances and aſſurances in the law, as the ſaid *E. F.* his, &c. or his or their counſel, &c. convey and aſſure, or cauſe, &c. unto, &c. free, &c. except as herein after is mentioned, one full moiety, &c. which in and by, &c. were granted, &c. unto and to the uſe of the ſaid *C. D.* and *A. B.* and the heirs and aſſigns of the ſaid *C.* in truſt as to the eſtate of the ſaid *A. B.* for the ſame *C.* and his heirs, with their and every of their appurtenances; *Alſo* the ſaid *E. F.* in conſideration of the premiſſes, does, &c. (*covenant to pay* (*on making conveyance*) *to* A. B. *and* B. *his wife, and* D. D. 3500*l.* *in full for the purchaſe, after the deductions hereafter mentioned:*) *Alſo* it is hereby further agreed between, &c. that one moiety, &c. of the principal ſum of 2100*l.* ſecured on the ſaid manor and premiſſes by mortgage made thereof, ſhall upon the making ſuch conveyances and aſſurances as aforeſaid, and payment of the ſaid purchaſe-money, be deducted and allowed out of the ſame, and that all intereſt due and to grow due for the 2100*l.* till the time of executing the ſaid conveyances, ſhall be paid and cleared by the ſaid *A. B.* and *D. D.* or one of them, their, &c. and that the ſaid *E. F.* and his heirs, ſhall enter upon the ſaid moiety, and receive the rents and profits thereof for his and their proper uſe, from, &c. laſt paſt. *And laſtly*, That the charges of the fine and recovery to be levied and ſuffered of the ſaid moiety and premiſſes, in order to make out a good title and conveyance as aforeſaid, ſhall be paid and borne by the ſaid *A. B.* and *B.* his wife, and *D. D.* *In witneſs*, &c.

Covenant to convey a moiety of the premiſſes.

To pay purchaſe-money.

Deduction of mortgage-money.

When purchaſer to enter.

Charges.

Agreement

Agreement by a Husband for himself and his Wife to sell her Freehold Estate when she is 25 Years old (at which Age she is intitled in Possession) at such Rates as they shall be appraised at.

Articles, &c. *Between J. T.* of, &c. Esq; of the one Part, and *J. J.* of, &c. Esq; of the other Part.

Covenant that a husband and others in ereſted shall convey the wife's estate within four months after his wife shall be of the age of 25.

THE said *J. T.* for and in consideration of the sum of, &c. of, &c. to him in hand, &c. by the said *J. J.* at, &c. (in part of the purchase-money herein after covenanted and agreed to be paid by him the said *J. J.*) the receipt, &c. *Doth* for himself, his, &c. covenant, &c. to and with the said *J. J.* his, &c. by these presents, that he the said *J. T.* and all other persons interested in the manors, lands and hereditaments herein after mentioned, shall for the consideration herein after mentioned, within four calendar months next after *D.* the wife of the said *J. T.* shall have attained the age of 25 years, or sooner, upon the request of the said *J. J.* his heirs and assigns, at the costs and charges of the said *J. J.* his heirs or assigns, well and sufficiently convey and assure *All* those the manors, &c. (which were the freehold and inheritance of Sir *T. D.* late of, &c. knt. deceased) to which the said *D. T.* niece of the said Sir *T. D.* and wife of the said *J. T.* now is or shall be intitled to the possession of when she shall have attained the said age of 25 years, by virtue of the last will and testament of the said Sir *D. T.* her late uncle deceased (or otherwise) unto or to the use of the said *J. J.* his heirs and assigns for ever, or to such other person or persons, and to and for the use of his or their heirs, as the said *J. J.* or his heirs shall direct and appoint, and that by such ways, &c. wherein shall be contained such reasonable covenants and agreements as are usual in such cases; *And* the said *J. J* for himself, &c. doth hereby covenant, &c. to and with the said *J. T.* his, &c. that if the said *J. T.* and *D.* his wife, and all other persons interested and necessary to join, shall within the said four calendar months next after the said *D.* shall have attained the said age of 25 years, or sooner if requested, well and sufficiently convey and assure the said manors and premisses as herein before is expressed, that then he the said *J. J.* his heirs, &c. shall at the same time, on executing of such conveyances and assurances as aforesaid, well and truly pay, or cause to be paid unto the said *J. T.* his, &c. after the several rates and prices following, for the absolute purchase of the said manors, hereditaments and premisses (that is to say) for the purchase of the capital messuage or mansion-house called *S. H.* and the, &c. the sum of 2500*l.* of, &c. and for the purchase of, &c. as the same shall be appraised and valued by two indifferent persons, the one to be nominated by the said *J. J.* his heirs or assigns, and the other to be nominated by the said *J. T.* his executors or administrators; and for the purchase of such part or parts of the said manors, hereditaments and premisses as now are fairly and *bona fide* let out to tenants after the rate of 25 years purchase of like money, according to the rents for which the same now are fairly and *bona fide* let to tenants; and for the purchase of

Covenant to pay purchase-money if the husband and wife shall join in the conveyance within four months after she is 25 years of age. After such particular rates as the estates shall be valued at.

of ſo much of the ſaid manors and premiſſes as are now in hand, and not let to any tenant after the rate of 25 years purchaſe of like money, according as the yearly value thereof ſhall be aſcertained by two perſons, to be nominated as aforeſaid; and for the purchaſe of all the wood ground, and coppice woods, and the ſoil thereof, and of all the timber trees within, or upon or belonging to the ſaid manors and premiſſes, ſuch ſum as the ſame ſhall be valued at by the two perſons to be nominated as aforeſaid. *And* it is hereby further concluded, agreed and declared between the ſaid parties to theſe preſents, That in caſe ſuch two perſons ſo to be nominated as aforeſaid, ſhall not agree and determine the ſeveral valuations intended to be made as aforeſaid, then ſuch valuations ſhall be made and determined by an indifferent perſon to be choſen and named umpire by ſuch two perſons to be nominated as aforeſaid. *In witneſs*, &c.

If appraiſers do not agree, an umpire to be choſen.

Agreement that Part of Purchaſe-Money for the Moiety of Freehold Lands remaining in the Purchaſer's Hands until the Owner of the other Moiety ſhall be of Age or die, is to diſcharge certain Mortgage-Money; the Reſidue to Vendor of the firſt Moiety, which Moiety is to ſtand as a Security for the Money retained, and an Agreement by the ſaid Vendor and the Guardians of the Infant, to procure him to convey his Moiety when of Age, and an Agreement as to the Cuſtody, and producing the Title-Deeds.

THIS *Indenture*, &c. *Between E. F.* of, &c. of the one part, and *A. B.* of, &c. and *B.* his wife, (late *B. D.* the widow and relict of *C. D.* &c. deceaſed) and *D. D.* eldeſt ſon and heir of the ſaid *C. D.* by the ſaid *B.* of the other part, *Whereas*, &c. (*Recital of mortgage in fee from ſaid* C. D. *and* A. B. *his truſtee, to* F. G. *and ſaid* E. F. *redeemable on payment of* 1350l. *and intereſt; and that at the time of the mortgage the premiſſes were charged with* 3000l. *under the will of a former owner, ſubject to a term of* 500 *years for raiſing the ſame;* C. D. *by his will directed the* 3000l. *and* 1350l. *and intereſt, to be paid by his executors out of his perſonal eſtate, and deviſed one third of the lands to his wife, now wife of ſaid* A. B. *for life, and ſubject thereto, to his two ſons by moieties in tail, with croſs remainders in fee; and appointed executors and died; the executors paid part of the money charged by the former owner, and the* ceſtui que truſt *of the mortgage in fee advanced the reſt, and took an aſſignment of the term to his truſtees. The Aſſignment. The executors of the mortgagor paid a further ſum to the mortgagee,* 2100l. *now due to ſaid* F. G. *on his ſecurities; ſaid* D. D. (*the mortgagor's ſon*) *of age,* A. B. *and* B. *his wife* (*his mother, and her huſband*) *have ſuffered a recovery, and declared the uſe by bargain and ſale inrolled.* E. F. *contracted for the purchaſe of the ſaid moiety for* 3000l. *and* A. B. *and* B. *his wife, and* D. D. *by leaſe and and releaſe* (*in conſideration of* 1950l. *in part of ſaid* 3000l. *paid by ſaid* E. F. *to ſaid* D. D. A. B. *and* B. *his wife, and of* 1050l. *reſidue of ſaid* 3000l. *to be paid by ſaid* E. F. *to ſaid* F. G. *in diſcharge of a moiety of the*

Recitals

ſaid

ſaid debt of 2100l.) *conveyed by the direction of the ſaid* E. F. *one moi-ety of the premiſſes to* Y. Z. *in truſt for ſaid* E. F. *ſubject to ſaid* 1050l. *to be paid by the ſaid* E. F. *out of the ſaid* 3000l. *purchaſe-money to the ſaid* F. G. N. D. *tenant in tail of the other moiety is a minor, whereby the* 2100l. *due to ſaid* F. G. *on mortgage of the ſaid premiſſes, cannot be effectually apportioned; wherefore it was agreed that the ſaid* E. F. *ſhould only pay down* 1350l. *in part of ſaid* 3000l. *purchaſe-money, and retain in his hands* 1650l. *the reſidue thereof, ſaid* 1350l. *paid, and ſaid* 1650l. *remaining behind in the hands of* E. F. *in which* 1600l. *are included the ſaid* 1050l. *to be paid by the ſaid* E. F. *to ſaid* F. G. *in diſcharge of a moiety of his debt of* 2100l. *Now this indenture witneſſeth*, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, and the ſaid *D. D.* and *A. B.* and *B.* his wife, do hereby declare, conſent and agree that the ſaid ſum of 1650*l.* (reſidue of the ſaid 3000*l.* purchaſe-money) ſo remaining in the hands of the ſaid *E. F.* as aforeſaid is ſo to remain in the hands of him, his heirs, &c. at ſuch intereſt for the ſame in the mean time, as is herein after mentioned until the ſaid *N. D.* ſhall attain his age of 21 years, or die without iſſue, which ſhall firſt happen, and then and thereupon the ſaid ſum of 1650*l.* is to be paid and applied by the ſaid *E. F.* his, &c. in manner following; that is to ſay, ſo much and ſuch part thereof as ſhall be ſufficient and neceſſary, abſolutely to free and diſcharge the ſaid moiety, hereditaments and premiſſes, purchaſed by the ſaid *E. F.* as aforeſaid, of and from the ſaid debt or ſum of 2100*l.* due and owing to the ſaid *F. G.* as aforeſaid and every part thereof, and all intereſt then due for the ſame, to be and ſhall be paid unto him the ſaid *F. G.* his, &c. and all the then reſidue thereof, over and above what ſhall be ſo paid to the ſaid *F. G.* his, &c. as aforeſaid, is to be and ſhall be paid unto him the ſaid *D. D.* his, &c. *And* the ſaid *E. F.* doth hereby for himſelf, his, &c. covenant, &c. to and with the ſaid *D. D.* his heirs, &c. in manner following; that is to ſay, That he the ſaid *E. F.* his heirs, &c. ſhall and will well and truly pay, or cauſe to be paid the ſaid ſum of 1650*l.* ſo remaining in his hands as aforeſaid, and every part thereof, unto ſuch perſon or perſons, and for ſuch purpoſes, and at ſuch time or times, and in ſuch proportions and manner as are herein before in that behalf mentioned and agreed upon; *And further*, that in the mean time and until the ſaid ſum of 1650*l.* ſhall be paid, applied and diſpoſed of as aforeſaid, he the ſaid *E. F.* his, &c. ſhall and will pay, or cauſe, &c. ſuch intereſt for the ſaid ſum of 1650*l.* to ſuch perſons, and in ſuch manner and proportions as are herein after mentioned; that is to ſay, unto the ſaid *F. G.* his, &c. intereſt for the ſum of 1050*l.* part of the ſaid ſum of 1650*l.* at the rate of 4*l.* 10*s.* *per cent. per ann.* and the ſaid *D. D.* his, &c. intereſt for the ſum of 600*l.* (reſidue of the ſaid ſum of 1650*l.*) at the rate of 4*l.* *per cent. per ann.* ſuch intereſt to commence and be accounted from the day of the date hereof, and to be paid and payable by equal half-yearly payments, on the, &c. in every year, (and ſo in proportion, and after the reſpective rates aforeſaid, for any ſhorter or leſſer time than a year) free of all taxes and deductions whatſoever, parliamentary

Agreement of the vendors as to the purchaſe-money remaining unpaid.

Part to diſcharge the mortgage;

the reſidue to *D. D.*

Purchaſer covenants to pay the ſame accordingly, and intereſt in the mean time.

parliamentary or otherwiſe: *And* for the better and more effectually ſecuring the payment of the ſaid ſum of 1650*l.* together with ſuch intereſt for the ſame as aforeſaid, to ſuch perſons, and at ſuch time or times, and in ſuch proportions and manner as herein before in that behalf is mentioned and agreed upon, he the ſaid *E. F.* doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *D. D.* his, &c. that the ſaid moiety, hereditaments and premiſſes ſo purchaſed by him the ſaid *E. F.* as aforeſaid, ſhall be a ſecurity for, and ſhall ſtand and be ſubject to and charged and chargeable with the payment of the ſaid ſum of 1650*l.* and ſuch intereſt for the ſame as aforeſaid; and he the ſaid *E. F.* doth hereby charge and ſubject the ſaid moiety and premiſſes with and to the payment of the ſaid 1650*l.* and ſuch intereſt for the ſame accordingly: *And* the ſaid *A. B.* doth hereby for himſelf and the ſaid *B.* his wife, his and her heirs, &c. covenant, &c. with the ſaid *E. F.* and *D. D.* and each of them, their and each of their heirs, &c. that they the ſaid *A. B.* and *B.* his wife, and the guardians for the time being of the ſaid *N. D.* or ſome of them, ſhall and will from time to time during the life of her the ſaid *B.* and until the ſaid *N. D.* ſhall attain his age of 21 years, or die without iſſue, pay or cauſe to be paid unto the ſaid *F. G.* his, &c. intereſt for one moiety of the ſaid debt or ſum of 2100*l.* ſo due and owing to him as aforeſaid, as and when the ſame ſhall become due and payable, and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified them the ſaid *E. F.* and *D. D.* and each of them, their and each of their heirs, &c. and the ſaid moiety and premiſſes ſo purchaſed by the ſaid *E. F.* and the ſaid ſum of 2000*l.* ſo remaining in his hands as aforeſaid, and every part thereof. *And whereas* by reaſon of the infancy of the ſaid *N. D.* his ſaid moiety or half-part of the ſaid manor, &c. cannot at preſent be ſold, or be by him legally and effectually conveyed; yet nevertheleſs, upon a contract of the ſaid *E. F.* for the purchaſe of the other moiety of the ſame premiſſes, they the ſaid *A. B.* and *B.* his wife, and *D. D.* did agree with the ſaid *E. F.* that his the ſaid *N. D.*'s moiety ſhould, for the conſiderations herein after mentioned, be ſold and conveyed and aſſured unto him the ſaid *E. F.* in manner herein after expreſſed, or at leaſt that they the ſaid *A. B.* and *B.* his wife, and *D. D.* would uſe their utmoſt endeavours to procure the ſame moiety to be ſold, conveyed and aſſured: *Now* therefore in purſuance of the ſaid laſt mentioned agreement, and in conſideration of the covenant and agreement on the part of the ſaid *E. F.* next herein after contained, they the ſaid *A. B.* and *B.* his wife, and *D. D.* do hereby for themſelves, &c. covenant, &c. to and with the ſaid *E. F.* his heirs and aſſigns, that they the ſaid *A. B.* and *B.* his wife, and *D. D.* or the ſurvivors or ſurvivor of them, ſhall and will, within the ſpace of ſix calendar months after the ſaid *N. D.* ſhall attain his age of 21 years, or die without iſſue, which ſhall firſt happen, or ſooner (in caſe the ſame can be legally done,) cauſe and procure, or do his, her or their utmoſt endeavours to procure the ſaid *N. D.* or his heirs, by good and ſufficient conveyances and aſſurances in the law to grant, convey and aſſure, or to join with ſuch of them the ſaid *A. B* and *B.* his wife, and *D. D.* as ſhall be then living, (and be neceſſary parties to ſuch conveyances) in granting, &c. the ſaid moiety

Covenant that the purchaſed moiety ſhall ſtand as ſecurity for the money retained and intereſt.

The huſband covenants for himſelf and wife to *E. F.* and *D. D.* to pay the intereſt for half of the money due.

Recital that the minor's moiety cannot now be ſold, though the huſband and wife and *D. D* agree that it ſhould, or at leaſt they would endeavour to procure the ſame to be ſold to ſaid *E. F.*

Covenant to endeavour to procure ſuch ſale when the minor comes of age or dies.

moiety or half part of him the ſaid *N. D.* of and in the ſaid manor, &c. and all his, her and their ſeveral and reſpective eſtates and intereſts therein, unto and to the uſe of him the ſaid *E. F.* his heirs and aſſigns or as he or they ſhall direct and appoint, free from all intails and incumbrances, and with uſual and reaſonable covenants, in ſuch manner as by the ſaid *E. F.* his, &c. or his or their counſel, &c. ſhall be reaſonably adviſed, &c. in which conveyances and aſſurances they the ſaid *A. B.* and *B.* his wife, and *D. D.* or ſuch of them as ſhall be then living, and ſhall be thereunto required, ſhall and will freely and voluntarily join with

The purchaſor covenants that on ſale of the other moiety he will pay 3300*l.* in ſeveral proportions;

the ſaid *N. D.* or his heirs. *And in conſideration* of the covenant and agreement laſt herein before contained, the ſaid *E. F.* doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *A. B.* and *B.* his wife and *D. D.* their executors, &c. that he the ſaid *E. F.* his heirs, &c. ſhall and will, upon the ſealing, executing and perfecting of ſuch conveyances and aſſurances as aforeſaid, of the ſaid laſt mentioned moiety of the ſaid manor, &c. pay or, &c. for and as in full for the conſideration-money for the purchaſe of the ſame moiety, the full ſum of 3300*l.* of, &c. in the proportions and manner following; that is to ſay, the ſum of 150*l.* (part thereof) unto the ſaid *D. D.* his executors, &c. and the ſum of 3150*l.* (reſidue thereof) unto the ſaid *N. D.* and *A.* and *B.* his wife, or ſome or one of them, in ſuch proportion as they ſhall in that behalf agree upon, or unto ſuch other perſon or perſons as for the time being ſhall be legally intitled to receive the ſame.

and the charges, except a fine or recovery.

And it is hereby agreed by all the ſaid parties hereto, that the charges and expences of ſuch conveyances as are laſt herein before mentioned (ſave only of any fine or recovery which may be neceſſary to be levied or ſuffered thereupon, or in order thereto) ſhall be paid and borne by the ſaid *E. F.* his heirs, &c. but the charges and expences of any ſuch fine or recovery as is laſt mentioned (in caſe any ſuch ſhall be neceſſary) ſhall be paid and borne by the perſon or perſons levying or ſuffering the ſame.

Proviſo, that if the laſt moiety ſhall not be conveyed, the agreement to be void.

Provided always nevertheleſs, and it is hereby agreed and declared by and between all the ſaid parties to theſe preſents, that in caſe the ſaid laſt mentioned moiety of the ſaid manor, &c. ſhall not in purſuance of the ſaid agreements herein before in that behalf contained, be conveyed and aſſured unto, &c. within, &c. (*ut ſupra*) then and in ſuch caſe, and at all times from thenceforth, the ſaid covenant and agreement herein before contained on the part of the ſaid *E. F.* for payment of the ſaid ſum of 3300*l* and all other the agreements herein before contained for the purchaſe and conveyance of the ſame moiety in manner aforeſaid, ſhall ceaſe, determine and be utterly null and void to all intents and purpoſes; any thing, &c.

Recital of agreement as to the cuſtody and producing the title-deeds.

And whereas it has been agreed by and between all the ſaid parties to theſe preſents, That all and every the deeds, evidences and writings in the ſchedule here-under mentioned, which concern and relate to the title of the ſaid manor, &c. ſhould be delivered to the ſaid *E. F.* and remain in the hands and cuſtody of him and his heirs and aſſigns, but to be by him and them produced in manner

Covenant as to the ſame.

herein after mentioned: *Now* in purſuance of the ſaid laſt mentioned agreement, the ſaid *E. F.* doth hereby for himſelf, his heirs, &c. covenant, &c. to and with the ſaid *A. B.* and *B.* his wife, and *D. D.* that he the ſaid *E. F.* his, &c. ſhall and will, at any time or times after he ſhall receive the ſame from the ſaid *F. G.* upon

the

the reaſonable requeſt of the ſaid *A. B.* and *B.* his wife, *D. D.* and *N. D.* or any of them, or of ſuch other perſon or perſons who for the time being ſhall be owner or owners of or legally intitled to the ſaid laſt mentioned moiety and premiſſes, (but at the coſts and charges of the perſon or perſons who ſhall make ſuch requeſt) produce and ſhew forth, or cauſe or procure to be produced or ſhewn forth, unto them the ſaid parties laſt mentioned, or any of them, or ſuch owner or owners as aforeſaid, or to his or their counſel or counſels, or at any trial or hearing in any court of law or equity, or otherwiſe, as occaſion ſhall be or require, all and every or any of the ſaid deeds, evidences and writings, (unleſs hindered or prevented by fire, or other inevitable accident) for the evidencing, maintaining and defending the titles of the ſaid parties laſt named, or of ſuch owner or owners, in and to the ſaid laſt mentioned moiety and premiſſes, ſo as he the ſaid *E. F.* his, &c. be not compelled or compellable, for the doing thereof, to go or travel further than the cities of *London* and *Weſtminſter*, or one of them. *In witneſs*, &c.

Between ſeveral Perſons to purchaſe Eſtates, each to pay his proportionable Part of the Purchaſe-Money and Charges, &c.

WHEREAS it hath been propoſed that we *H. W. J. S.* and *J. T.* or ſome or one of us, ſhall purchaſe the eſtate of *T. J. T.* eſq; in *B. H.* and *O.* in *G.* And an eſtate of the ſaid Mr. *T.* which he holds for two lives at *K.* in *S.* And alſo an eſtate of the ſaid Mr. *T.* at *L.* in *W.* And an eſtate of the ſaid Mr. *T.* in the city of *B.* which he holds by one or more leaſe or leaſes. And alſo the preſent and reverſionary intereſt of Mrs. *W.* in the aforeſaid eſtate at *K.* *Now* we do ſeverally promiſe and agree with each other, That if any one or more of us ſhall purchaſe the ſaid eſtates, or any of them, either in our own, or any other name or names, that the others or other of us will pay our proportions of ſuch purchaſe money; *And* that ſuch purchaſe or purchaſes ſhall be for the joint benefit of us all; and that all coſts, charges, damages and expences relating thereto, ſhall be borne by us in equal proportions. *Provided*, That the purchaſe-money for the ſaid eſtates at *B. H.* and *O* do not exceed 10,200*l.* and the purchaſe-money for the ſaid other eſtates of the ſaid *T. J. T.* 800*l.* and the purchaſe-money for the ſaid eſtate or intereſt of the ſaid Mrs. *W.* 350*l.* *Witneſs* our hands, the —— day of, &c.

Articles as to the purchasing of the Equity of Redemption of the Estate in G. &c pursuant to the last Agreement.

Articles of *Agreement* had, &c. at *D.* in *French Flanders*, this ——— Day of ——— (according to the Stile used in *Great Britain*) in the Year of our Lord ———, between *T. J. T. Esq*; late of *H.* in the County of *G.* in the Kingdom of *Great Britain*, but now residing in *D.* aforesaid, and *M.* his Wife, of the one Part, and *J. T.* of, &c. Gent. and *R. W.* of, &c. in the County of *M.* in *Great Britain* aforesaid, Gent. of the other Part, as follows:

Recitals.

As to *T. J. T.*'s being seised of the equity thereof.

WHEREAS the said *T. J. T.* is seised of or intitled to the equity of redemption in fee-simple of the manor of *O.* and of divers messuages, lands, tenements and hereditaments in *B. H.* and *O.* in the said county of *G.* (all which said manor, messuages, mills, lands, tenements and hereditaments, with their and every of their appurtenances, by virtue of some deeds, mortgages or securities, entered into and executed by the said *T. J. T.* stand charged with and subject to the payment of the principal sum of 7300*l.* to *R. N.* esq; and *R. S.* or one of them, with interest for the same from the 9th day of *March*, (according to the stile used in *Great Britain*) in the year of our Lord ——— : And the said *R. N.* and *R. S.* have filed their bill in the high court of Chancery in *Great Britain* aforesaid, praying (amongst other things) the re-payment of the said principal sum, with the interest due for the same, or that in default thereof, he the said *T. J. T.* might be absolutely foreclosed of his equity of redemption of and in the said manor and premisses, with the appurtenances, or to some such effect; and several further proceedings have been had thereon———So that it is now computed that the said principal money, and the interest thereof to *Midsummer* last, with the costs of suit which have been and will be occasioned thereby, (after a deduction of 625*l.* or thereabouts, which hath been received by the said mortgagees, or one of them, out of the rents and profits of the said mortgaged premisses) will amount to upwards of 8000*l.* *And whereas* the said *T. J. T.* now is and stands indebted to the several persons in the schedule hereunder named in the several sums of money in the same schedule mentioned to be due to them respectively; which he is desirous should be paid accordingly: *And whereas* the said *T. J. T.* hath this day agreed to grant, sell and assign his equity of redemption, and all his right, title and interest of and in all his said manor, messuages, mills, lands, tenements and hereditaments before mentioned, and all other his estate, lands, tenements and hereditaments in the said county of *G.* with their and every of the rights, members and appurtenances, unto the said *J. T.* and *K. W.* their heirs, executors and administrators, (subject to the aforesaid incumbrances) for the considerations herein after mentioned: *Now these Presents witness, That* in consideration of the sum of 65*l.* of, &c. to be paid to the said *T. J. T.* and of the annuities or yearly payments to be paid by the said *J. T.* and *K. W.* and to be secured in such manner as herein after is mentioned; and also in consideration that the said *J. T.* and *K. W.* have agreed to

As to suit in court touching foreclosing him, &c.

And what now due to mortgagees from him.

As to his being indebted to several persons in a schedule, &c.

As to this agreement for sale of premisses, &c.

The several considerations to be paid and done by the grantees.

to pay the ſaid principal, intereſt and coſts to the ſaid *R. M.* and *R. S.* and alſo to pay the ſaid ſeveral debts in the ſaid ſchedule hereunder written, and to indemnify him the ſaid *T. J. T.* from the ſame; *The ſaid T. J. T. Doth* by theſe preſents covenant, promiſe and agree to and with the ſaid *J. T.* and *K. W.* their heirs, executors and adminiſtrators, that he the ſaid *T. J. T.* and the ſaid *M.* his wife, ſhall and will within two months from the day of the date hereof, at the requeſt of the ſaid *J. T.* and *K. W.* their heirs or aſſigns, and at their coſts and charges, by fine, and ſuch other good and ſufficient conveyance and aſſurance in the law, as counſel ſhall adviſe, convey and aſſure unto the ſaid *J. T.* and *K. W.* and their heirs for ever, or unto ſuch other perſon or perſons, and his, her or their heirs for ever, as the ſaid *J. T.* and *K. W.* ſhall direct and appoint, the equity and right of redemption of the ſaid *T. J. T.* and all his and the ſaid *M.*'s right, title and intereſt of and in the ſaid manors, meſſuages, mills, lands, tenements and hereditaments, and all other the manors, meſſuages, mills, lands, tenements and hereditaments of him the ſaid *T. J. T.* in the ſaid county of *G.* freed and diſcharged of and from all manner of incumbrances whatſoever, (*Other than and except* the incumbrances herein before and in the ſchedule hereunder written mentioned); *And* that the ſaid *J. T.* and *K. W.* or ſuch other perſon or perſons as they ſhall direct, ſhall and may receive and take all the rents, iſſues and profits of the ſaid manor, meſſuages, mills, lands, tenements and hereditaments from *Midſummer* laſt, for their own uſe. *And* the ſaid *J. T.* and *K. W.* for themſelves, their heirs, executors and adminiſtrators, do hereby covenant, promiſe, grant and agree to and with the ſaid *T. J. T.* his heirs, executors and adminiſtrators, that on his the ſaid *T. J. T.* and *M.* his wife, acknowledging ſuch fine, and making and executing ſuch other conveyances and aſſurances as aforeſaid, they the ſaid *J. T.* and *K. W.* their heirs, executors and adminiſtrators, ſhall and will well and truly pay or cauſe to be paid to the ſaid *T. J. T.* his heirs or aſſigns, the ſaid ſum of 65*l.* and alſo ſhall and will give, ſeal, execute and deliver to the ſaid *T. J. T.* one bond or obligation in the penalty of 3000*l.* of lawful money of *Great Britain*, with condition to be there underwritten, for making void the ſame, if they the ſaid *J. T.* and *K. W.* or either of them, their or either of their heirs, executors or adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *T. J. T.* or his aſſigns upon requeſt, one annuity or yearly ſum of 70*l.* of like lawful money, during the life of the ſaid *T. J. T.* by equal half-yearly payments; the firſt payment thereof to begin and be made on *Chriſtmas-day* next; and alſo if the ſaid *J. T.* and *K. W.* or either of them, their or either of their heirs, executors or adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *M.* the wife of the ſaid *T. J. T.* or to ſuch perſon or perſons as ſhe ſhall direct or appoint, on like requeſt, for her ſole and ſeparate uſe, (notwithſtanding her coverture) one annuity or yearly ſum of 30*l.* of like lawful money, during her life, by the like equal half-yearly payments; the firſt payment thereof alſo to begin and be made on *Chriſtmas-day* next; and in caſe of the death of the ſaid *M.* in the life-time of the ſaid *T. J. T.* then if the ſaid *J. T.* and *K. W.* or either of them, their or either of their heirs, executors or adminiſtrators, do and ſhall well and truly pay or cauſe to be paid the ſaid annuity or yearly ſum of 30*l.* to the ſaid *T. J. T.* or his aſſigns, on like requeſt, from the death of

Grantor covenants that he & *Ux.* will convey his right and equity, &c.

The premiſſes free from incumbrances, except, &c.

Grantees to have rent from *Midſummer* laſt.

Grantees covenant to pay and do the ſeveral conſiderations, *viz.*

Monies.

Two annuities,

one to the grantor,

the other to his wife for her ſole uſe.

the ſaid *M.* during his life, by the like half-yearly payments as aforeſaid, in ſuch manner as the ſaid annuity of 70*l.* is before mentioned to be paid to him: *And* the ſaid *J. T* and *K. W.* do alſo for themſelves, their heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *T. J. T.* his heirs, executors and adminiſtrators, that on the acknowledging ſuch fine and executing ſuch other conveyances and aſſurances as aforeſaid, they the ſaid *J. T.* and *K. W.* ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. N.* and *R. S.* all ſuch principal, intereſts and coſts as are now due to them or either of them on their ſaid ſecurities, and to the ſaid ſeveral perſons in the ſaid ſchedule here-under-written mentioned, the ſeveral ſums therein mentioned to be to them reſpectively due and owing, and thereof and therefrom will and ſufficiently ſave harmleſs and keep indemnified him the ſaid *T. J. T.* his heirs, executors and adminiſtrators, and his and their lands, tenements, goods and chattels; and if the ſaid debts, or any of them ſhall appear to be leſs than they are now computed at, or if any ſum of money ſhall be ſaved out of the ſaid debts by way of compounding the ſame or otherwiſe, then they the ſaid *J. T.* and *K. W.* will pay the money ſo ſaved to the ſaid *T. J. T.* his executors or adminiſtrators. *In witneſs whereof* the ſaid *T. J. T.* and *K. W.* have hereunto ſet their hands and ſeals the day and year firſt above written. Executed by all the parties. The ſchedule to which the above-written articles refer. Due to Mrs. *T.* by judgment 150*l.* Due to Mr. *J. J.* by judgment 200*l.* Due to Mr. *W. W.* by judgment 50*l.* Due to Mr. *H. P.* 75*l.*

Mortgagees, &c. to be paid.

Sealed, &c.

The like as to the other Eſtates, &c.

Articles, &c, *(The ſame as in the foregoing Articles.)*

Seiſed of freehold lands in *L.* poſſeſſed of a leaſehold meſſuage in *Briſtol*, ſubject to a mortgage; alſo poſſeſſed of lands in *H.* for lives.

WHEREAS the ſaid *T. J. T.* is ſeiſed of or entitled to the equity of redemption in fee-ſimple, of and in divers meſſuages barns, lands, tenements and hereditaments in the pariſh of *L.* in the county of *W.* in *Great Britain* aforeſaid, of the clear yearly value of 28*l.* 11*s.* or thereabouts, and is poſſeſſed of one meſſuage *cum pertinentiis*, ſituate on the *W.* in the pariſh of *T.* in the city of *Briſtol* in *Great Britain* aforeſaid, by virtue of a leaſe from the dean and chapter of *Briſtol* aforeſaid, for the remainder of a term of 40 years and of one other meſſuage and ground, *cum pertinentiis*, in the pariſh of St. *J.*'s within the ſame city, ſituate behind the ſaid laſt mentioned meſſuage, for the remainder of a term of 1000 years, or ſome other long term, both which ſaid laſt mentioned meſſuages are now or late were in poſſeſſion of one *J. G.* as tenant to the ſaid *T. J. T.* and are of the clear yearly value of 33*l.* or thereabouts, which ſaid premiſſes at *K.* and *B.* are now in mortgage to one Mr. *D. W.* for 500*l.* or

on which mortgage is due for intereſt 25*l.* *And whereas alſo* the ſaid *T. J. T.* is poſſeſſed of other lands, tenements and hereditaments at *K.* in the county of *S.* in *G. B.* and late in the poſſeſſion of *F. G.* and now of *Q. R.* tenants to the ſaid *T. J. T.* and which he held for the life or lives of one or more perſon or perſons: *And whereas* the ſaid *T. J. T.* is now juſtly indebted to the ſaid *K. W.* in the ſum of 120*l.* of lawful, &c. *Now theſe Preſents witneſs*, That for and in conſideration of the ſaid ſum of 170*l.* now due as aforeſaid to the ſaid *K. W.* and alſo in conſideration of the ſum of 105*l.* of, &c. to be paid to the ſaid *T. J. T.* as herein after is mentioned; and in conſideration that the ſaid *J. T.* and *K. W.* have agreed to pay the ſaid 525*l.* ſo due as aforeſaid, to the ſaid *D. W.* the ſaid *T. J. T.* doth hereby covenant, promiſe, grant and agree, to and with the ſaid *J. T.* and *K. W.* their heirs, executors and adminiſtrators, that he the ſaid *T. J. T.* his heirs, &c. ſhall and will, within two months from the date hereof, at the requeſt, coſts and charges, of the ſaid *J. T.* and *K. W.* their, &c. by ſuch good and ſufficient conveyances, &c. in the law as, &c. convey, aſſign and aſſure unto the ſaid *J. T.* and *K. W.* their heirs, executors and adminiſtrators, or to ſuch other perſon or perſons, his, her or their heirs, executors and adminiſtrators, as the ſaid *K. W.* and *J. T.* ſhall direct or appoint; the equity and right of redemption of the ſaid *T. J. T.* and all his eſtate, right, title and intereſt of, in, and to all the aforeſaid meſſuages, lands, tenements and hereditaments, and all other the meſſuages, lands, tenements and hereditaments whatſoever of him the ſaid *T. J. T.* in the ſaid counties of *W.* and *S.* and in the ſaid city of *B.* or any of them, freed and diſcharged of and from all manner of incumbrances (except as aforeſaid,) and that the ſaid *J. T.* and *K. W.* or ſuch other perſon or perſons as they ſhall direct, ſhall and may receive and take the rents, iſſues and profits of all the ſaid premiſſes, from *Midſummer* laſt, for their own uſe: *And* the ſaid *J. T.* and *K. W.* for themſelves, their heirs, executors and adminiſtrators, do hereby covenant, promiſe, grant, and agree, to and with the ſaid *T. J. T.* his heirs, executors and adminiſtrators, that on his the ſaid *T. J. T.*'s making and executing ſuch conveyances, aſſignments and aſſurances as aforeſaid, they the ſaid *J. T.* and *K. W.* their heirs, executors or adminiſtrators, ſhall and will well and truly pay or cauſe to be paid to the ſaid *T. J. T.* his heirs, executors or adminiſtrators, the ſaid ſum of 105*l.* and ſhall and will alſo pay or cauſe to be paid unto the ſaid *D. W.* his executors or adminiſtrators, the ſaid principal and intereſt money ſo due to him as aforeſaid, and therefore and therefrom indemnify the ſaid *T. J. T.* his heirs, executors and adminiſtrators, and his and their lands, tenements, goods and chattels. *In witneſs* whereof the ſaid *T. J. T. J. T.* and *K. W.* have, &c. (*ut ſupra.*)

Indebted to *H. W.* &c.

Conſiderations.

Covenant to pay purchaſe-money, &c.

Agreement

Agreement for the Sale of a Manor mortgaged to two Perſons for as much as it is worth; whereby, in Conſideration of other Lands conveyed, the Mortgagee agrees to part with his Right to the other.

Articles, &c. Tripartite, &c. *Between* *J. S.* of, &c. and *A. S.* of, &c. of the firſt Part, *J. W. ſen.* of, &c. and *J. W. jun.* of, &c. of the ſecond Part, and *A. A.* of, &c. of the third Part, *Witneſs*, That it is covenanted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, in Manner and Form following, to wit.

Money due to *T. M.* on mortgage of a manor, for which *J. W. ſen.* conveyed part of ſaid manor to pay to truſtees to pay the intereſt of ſaid mortgage,

WHEREAS for ſome years laſt paſt there hath been and now is due and owing unto *T. M.* of, &c. the ſum of 1300*l.* principal money, by mortgage on the manor of *B.* and, &c. ſituate, &c. late eſtate of Sir *S. B.* of, &c. *And whereas* the ſaid *J. W.* the elder, beginning for ſecuring the ſame, conveyed and aſſured all that capital meſſuage and farm called *B.* farm, now, &c. and all, &c. part of the ſaid manor and premiſſes in *B.* purchaſed of the ſaid Sir *S. B.* as aforeſaid, unto the ſaid *J. S.* and *A. S.* and their heirs, in truſt for and to the uſe and benefit of the ſaid *J. W.* the elder, and *J.* his wife, ſiſter of the ſaid *J. S.* and *A. S.* and the iſſue of their two bodies; he the ſaid *J. W.* elder, by, &c. did grant, &c. unto the ſaid *J. S.* and *A. S.* and their heirs, the water-mill, lands, &c. herein after particularly named, and part of the ſaid premiſſes ſo purchaſed of the ſaid Sir *S. B.* as aforeſaid *upon truſt* that they the ſaid *J. S.* and *A. S.* and their heirs, ſhould and might out of the rents, &c. of the ſaid herein after mentioned premiſſes in the firſt place pay and ſatisfy themſelves the ſum of 50*l.* then due to the ſaid *J. W.* the elder, and then pay or cauſe, &c. unto the ſaid *T. M.* or his aſſigns, by half-yearly payments, the intereſt of the ſaid 1300*l.* and whenſoever and ſo often as the wood-lands, parcel of the ſaid hereafter mentioned premiſſes, ſhould be fellable, ſhould, by the felling and ſale thereof, and the timber thereon levy and raiſe as much money as they could, for and towards the payment of ſaid principal ſum of 1300*l.* and alſo upon truſt, &c. *And whereas* the ſaid *J. W.* the elder, by, &c. reciting as aforeſaid, and that the ſaid *J. W.* the younger, at the inſtance and requeſt of his ſaid father, had agreed as well to join with him in the mortgage of the ſaid manor of *B.* and the other premiſſes aforeſaid unto the ſaid *A. A.* for the ſecurity of 400*l.* and intereſt at 5*l. per cent. per ann.* and to become jointly and ſeverally bound with the ſaid *J. W.* the elder, unto the ſaid *A. A.* in the ſum of 800*l.* conditioned to perform the covenants of the ſaid intended mortgage, and for the better ſecurity of the repayment of the ſaid 400*l.* and intereſt, and to confeſs two judgments on the ſaid bond of 800*l.* he the ſaid *J. W.* the elder, in conſideration thereof, and of the love, &c. to the ſaid *S. W.* did give and grant unto the ſaid *S. W.* all and every the ſurplus money ariſing by the rents and profits or ſale of the ſaid herein after mentioned premiſſes, as alſo all and every the ſaid herein after mentioned premiſſes as ſhall not be ſold, and did give and appoint unto him the ſaid *S. W.* his, &c. the full and whole benefit of the truſt aforeſaid; and in

and by felling, &c. woods to pay the principal.

Another mortgage to *A. A.*

order

order thereunto, did therein and thereby direct, limit and appoint the ſaid *J. S.* and *A. S.* to pay the ſaid ſurplus money, and to convey and aſſure ſuch of the ſaid herein after mentioned premiſſes as ſhould be unſold, or all of them, ſubject to the charges before mentioned, unto the ſaid *S. W.* and his heirs: *And whereas* the ſaid *J. W.* the elder, in and by his laſt recited indenture, for the conſiderations aforeſaid, having covenanted to ſtand ſeiſed of the manor of *B.* with its rights, &c. to the uſe of the ſaid *J. W.* the younger, and his heirs, he the ſaid *J. W.* the elder, together with the ſaid *S W.* in purſuance of the ſaid recited agreements, by, &c. in conſideration of 300*l.* paid to the ſaid *J. W.* the elder, and of the ſum of 100*l.* paid to the ſaid *S. W.* did convey, &c. the ſaid manor, &c. unto the ſaid *A. A.* and his heirs, by way of mortgage, and under condition to be void on payment of the ſaid ſum of 400*l.* and intereſt at the rate aforeſaid, unto the ſaid *A. A.* his, &c. at the time in the laſt recited indenture appointed for the payment thereof, and now long ſince paſt, as by, &c. *And whereas* the ſaid *S. W.* ſoon after the execution of the ſaid laſt mentioned indenture went beyond the ſeas, and not having been heard of ſince, is ſuppoſed to be dead, and his truſt and intereſt in the ſaid herein after mentioned premiſſes, being veſted in the ſaid *J. W.* the elder, as adminiſtrator of the ſaid *S. W.* and in the ſaid *J. W.* the younger, as brother and heir to the ſaid *S. W.* *And whereas* by reaſon of all other neceſſaries out-going, the rents and profits of the ſaid herein after mentioned premiſſes have not been ſufficient to pay all the intereſt due on the ſaid *T. M.*'s mortgage, much leſs the intereſt due on the ſaid *A. A.*'s mortgage, ſo that at the ſealing and delivery of theſe preſents, there is due and owing on the ſaid ſeveral mortgages the ſum of 1900*l.* and upwards, being the utmoſt that the inheritance and abſolute purchaſe of the ſaid herein after mentioned premiſſes are worth: *And whereas* the ſaid *A. A.* hath contracted and agreed with the ſaid *J. W.* the elder, and the ſaid *J. W.* the younger, for the purchaſe of the ſaid hereafter mentioned premiſſes, at the rate and price aforeſaid, of which ſaid ſum of 1900*l.* the ſum of, &c. is to be paid by the ſaid *A. A.* unto the ſaid *T. M.* in diſcharge of his mortgage as aforeſaid: *Now theſe Preſents witneſs*, That it is covenanted, concluded and agreed on, by and between the ſaid parties to theſe preſents, in manner and form following, that is to ſay, The ſaid *J. S.* and *A. S. J. W.* the elder, and *J. W.* the younger, for and in conſideration of the premiſſes aforeſaid, and of the ſum of, &c. to be paid by the ſaid *A. A.* unto the ſaid *T. M.* as is hereafter mentioned, ſhall and will on this ſide, or before, &c. in ſuch manner, &c. and at the proper coſt, &c. of the ſaid *A. A.* his, &c. grant, &c. unto the ſaid *A. A.* his, &c. to the uſe of him, his heirs and aſſigns, all that, &c. (*the other lands granted as a ſecurity. Uſual Covenants.*) *In witneſs*, &c.

The ſon and heir of the mortgagor ſuppoſed to be dead.

Premiſſes not ſufficient to pay.

Agreement for purchaſe.

Part of the money to be paid in diſcharge of *T. M.*'s mortgage.

A ſpecial

A ſpecial Agreement in Articles of Purchaſe of a Manor, &c. as to the Time of the Purchaſer's being let into Poſſeſſion, and that the Vendor ſhall hold the next Court, and receive the Rents, Fines, &c. to a Day to come.

AND it is agreed by and between the ſaid parties to theſe preſents, that the ſaid *B. B.* ſhall be let into poſſeſſion of the premiſſes at *Michaelmas* next, but that all arrears of rent, fines, caſualties and other profits ariſing from the ſaid eſtate and premiſſes, or any part thereof, which now are, or on or before *Michaelmas* next ſhall be due or payable, together with the fines, perquiſites and profits which are or ſhall incur or become due, at or before the next court to be held for the ſaid manor, (and which it is agreed ſhall be held by and in the name of the ſaid *A. A.* or his heirs on or before the ——— day of, &c.) ſhall belong to and be received by the ſaid *A. A.* his heirs, executors or adminiſtrators, and that he and they ſhall have full and free liberty to receive and get in the ſame accordingly.

Another, Where the Purchaſer is to receive the Rents, Fines, &c. from a Day paſt.

AT *the end of the vendor's covenant to convey. And alſo* that the ſaid (*purchaſer*) ſhall and may forthwith enter into and upon the ſaid premiſſes, and receive, take and enjoy to his own uſe, all the rents, iſſues and profits thereof, which from *Lady-day* now laſt paſt are grown due, or ſhall grow due or payable; and alſo all fines for renewals of leaſes of the premiſſes, and for admittances to copyhold eſtates holden of the ſaid manor, which ſince *Lady-day* now laſt paſt have dropt or fallen in, or become due or payable, or which ſhall drop or fall in, or become due or payable by the death of any perſon or perſons, for whoſe life or lives ſuch leaſes or copyhold eſtates are or were holden, or otherwiſe, in reſpect of the premiſſes, or any part thereof.

A Proviſion in Articles of Purchaſe, in caſe of Delay or Default of either Party.

THAT if by reaſon of any delay, neglect or default, by or on the part of the ſaid (*the purchaſer*) or his heirs, or his or their counſel or agents, the ſaid conveyances of the ſaid eſtates and premiſſes, ſhall not be ready and tendered to the ſaid (*vendor*) or his heirs, to be executed on or before the ſaid ——— day of, &c. and the ſaid ———*l.* purchaſe-money be not then accordingly paid, then and in ſuch caſe the ſaid (*purchaſer*) his, &c. ſhall and will pay and allow to the ſaid (*vendor*) his, &c. intereſt for the ſaid ———*l.* at the rate of, &c. to be computed from the ſaid ——— day

day of, &c. until the ſaid ——*l.* ſhall be paid as aforeſaid; but if by reaſon of any delay, neglect or default, by or on the part of the ſaid (*vendor*) or any claiming under him, ſuch conveyances as aforeſaid ſhall not be executed on or before the ſaid —— day of, &c. then and in ſuch caſe, no ſuch intereſt as aforeſaid ſhall be paid or allowed during the time of ſuch delay of the ſaid (*vendor.*)

An Agreement in Purchaſe-Articles, that the Vendor ſhall have Room and Liberty for threſhing, &c. his Corn, &c. and Room for Servants, Horſes, &c. till his Stock can be conveniently carried away.

The ſaid (*purchaſer*) doth hereby covenant and agree, that until the ſaid (*vendor*) his, &c. can conveniently threſh out, ſell, carry away, or otherwiſe diſpoſe of his corn, grain, hay, hops, and other ſtock now being upon the premiſſes, or any part thereof, he and they ſhall have and enjoy ſuitable barn-room and other conveniencies upon the premiſſes, wherein to lodge, lay up and beſtow ſuch corn, grain and hay as aforeſaid, and likewiſe ſuitable houſe-room for his and their ſervants, agents and horſes to be employed for the purpoſes aforeſaid, together with free liberty of ingreſs, egreſs, regreſs, way and paſſage to go, come, threſh out, fetch and carry away the ſame corn, grain, hay, hops and other ſtock, and every or any part thereof, in or over any neceſſary part of the ſaid purchaſed premiſſes, doing no wilful damage to the ſame.

Agreement in Articles of Purchaſe as to the Profits of Wood, and Exception to be made of Contracts for Wood.

AND *whereas* it cannot at preſent be aſcertained what the true clear yearly value of *O.* woods may be beyond the woodkeeper's ſalary and other charges, it being doubted they will not amount to above 50*l. per ann.* though the ſame are eſtimated in the particular delivered in, at 100*l. per ann.* *It is therefore mutually agreed* between the ſaid parties, that the ſaid (*purchaſer*) ſhall have and receive the profit of the bark of all the trees upon the premiſſes, ſold to Mr. *J.* which are yet unfelled, or elſe ſhall defaulk and detain the ſum of 200*l.* out of the laſt payment of the ſaid ——*l.* in lieu of the ſaid bark, at the election of the ſaid (*vendor*), ſuch election to be made in writing, under the hand of the ſaid (*vendor*) before, &c. *And*, &c. that the contracts for woods with *L.* and *J.* ſhall be expreſsly excepted in the covenant againſt incumbrances in the conveyance to be made of the premiſſes to the ſaid (*purchaſer*) and his heirs.

Agreement for the Sale of a Copyhold Eſtate, the Conſideration-Mo paid down.

Articles, &c. *Between A. B.* of, &c. and *C. D.* of, &c. of the oth Part.

Agreement for the purchaſe.

WHEREAS the ſaid *C. D.* has on the day of the date her contracted and agreed with the ſaid *A. B.* for the purchaſe the copyhold meſſuages, lands, tenements and hereditaments herein af mentioned for the ſum of —— to be paid by the ſaid *C. D.* to the ſa *A. B.* at and upon the ſurrendering of the ſaid copyhold meſſuages, & to the uſe of him, his heirs and aſſigns for ever, according to the cuſto of the manor whereof the ſame premiſſes are held: *Now theſe Preſ witneſs*, That for and in conſideration of the ſum of —— of, &c. the ſaid *A. B.* in hand, &c. at, &c. the receipt, &c. he the ſaid *A.* doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *C.* his, &c. in manner following, that is to ſay, That he the ſaid *A.* ſhall and will, on or before, &c. ſurrender into the hands of the lord the manor of *L.* in the county of *S.* by the rod, by the hands of t ſteward of the ſaid manor, or by the hands of two or more cuſtom tenants of the ſaid manor, or otherwiſe according to the cuſtom the of, *All* that, &c. *to the only uſe* and behoof of the ſaid *C. D.* his he and aſſigns for ever, *And*, &c. *Covenants lawfully ſeiſed; power to ſ render; quiet enjoyment, free from incumbrances, except quit-rent payable the lord of the manor; further aſſurances.* (See tit. *Covenants.*) *In w neſs*, &c.

Covenant to ſurrender the premiſſes.

Other covenants.

Another Part of the Conſideration paid down, the Reſt to be paid on S render, &c. *and an Agreement as to moveable Goods on the Pr miſſes*, &c.

Articles, &c. *Between P. C.* of, &c. of the one Part, and *H. H.* o &c. of the other Part, as follows:

Seiſed.

WHEREAS the above-named *P. C.* is ſeiſed in his demeſne as o fee, according to the cuſtom of the manor of *B.* after the decea of *T. C* widow, of and in one copyhold or cuſtomary meſſuage, toge ther with, &c. ſituate, &c. and parcel of the aforeſaid manor: *An whereas* the ſaid *P. C.* is poſſeſſed of the aforeſaid meſſuage and pre miſſes, with the appurtenances, by demiſe from the ſaid *T. C.* for a cer tain term ending at the feaſt of *St. Michael* the Archangel next enſuin the date hereof, the ſaid *P. C.* doth for himſelf, his, &c. covenant, &c. to and with the ſaid *H. H.* his, &c. by theſe preſents, that he th ſaid *P. C.* on and before the firſt day of *Eaſter* Term next enſuing, ſha at the coſts and charges of the ſaid *H. H.* convey, aſſign and ſet over unto the ſaid *H. H.* and his aſſigns, all the preſent eſtate, title and in tereſt of the ſaid *P.* of, in and to the ſaid meſſuage and premiſſes, and

By demiſe.

Covenant to aſſign,

and every part and parcel thereof, with the appurtenances, and ſhall and will put the ſaid *H. H.* or his aſſigns, in peaceable poſſeſſion thereof, and that the ſame ſhall be then in as good plight and repair as now they be. *And* the ſaid *P. C.* for and in conſideration of, &c. in hand, &c. by the ſaid *H. H.* &c. the receipt, &c. and alſo in conſideration of, &c. to be paid by the ſaid *H. H.* to the ſaid *P.* as hereafter in theſe preſents is limited, doth for himſelf, his, &c. covenant, &c. to and with the ſaid *H. H.* his, &c. by, &c. that he the ſaid *P. C.* and *S.* his wife, ſhall and will, before the ſaid firſt day of *Eaſter* Term next enſuing, by uſual names ſurrender, according to the cuſtom of the ſaid manor, into the hands of the lord of the ſaid manor, the aforeſaid meſſuage and premiſſes with the appurtenances, and all their eſtate, poſſeſſion, reverſion, remainder, right, title and intereſt therein, to the uſe and behoof of the ſaid *H. H.* his heirs and aſſigns for ever; and that he the ſaid *P.* hath now good right and title to the ſaid meſſuage and premiſſes, with the appurtenances, and a good eſtate therein in fee-ſimple according to the cuſtom of the ſaid manor, after the deceaſe of the ſaid *T. C.* and ſhall make and give unto the ſaid *H. H.* ſuch aſſurance and ſecurity, for the quiet enjoying of the premiſſes as the ſaid *P.* hath had, made or given unto him, by *W. W.* of whom the ſaid *P.* lately purchaſed the ſame, and ſhall and will aſſign over to the ſaid *H.* by ſuch ways or means as by him or his counſel in the law ſhall be reaſonably deviſed, adviſed and required, all bonds and other collateral ſecurities which the ſaid *P.* now hath for the ſafe and free enjoying of the premiſſes, or any part thereof. *And* the ſaid *H. H.* doth for himſelf, his, &c. covenant, promiſe and agree, to and with the ſaid *P. C.* his, &c. and every of them, by theſe preſents, that he the ſaid *H. H.* or his aſſigns, ſhall and will, upon the aforeſaid ſurrender made by the ſaid *P.* and *S.* his wife, and the peaceable poſſeſſion delivered of the premiſſes in ſuch good plight and repair as they now be, according to the true intent and meaning of theſe preſents, pay unto the ſaid *P. C.* or his aſſigns, the whole and juſt ſum of 100*l.* of, &c. And it is hereby further agreed between the ſaid parties to theſe preſents, that the ſaid *H. H.* ſhall buy of the ſaid *P. C.* ſuch moveables as are now in the ſaid meſſuages and premiſſes, or that he ſhall leave there at ſuch price as two men, to be by the ſaid *P.* and *H.* indifferently choſen, ſhall appraiſe the ſame; and that the ſaid *H. H.* ſhall pay unto the ſaid *T. C.* all rents that ſhall grow due unto her for the premiſſes from the day of the date of theſe preſents. *In witneſs*, &c.

and put purchaſer in poſſeſſion,

and to ſurrender.

Good right.

Peaceable enjoyment, and ſhall aſſign collateral ſecurities.

Covenant to pay.

Agreement for goods on the premiſſes.

An Agreement for the Purchaſe of a Freehold and Copyhold Eſtate, to be conveyed by a Man, his Wife and her Truſtees.

MEMORANDUM, That in conſideration of five guineas unto *R. S.* of, &c. and *E* his wife, and to *E. F.* eſq; and *T. K.* gent. (their truſtees) ſome or one of them, in hand paid by *C. B.* of *L.* merchant, the receipt, &c. and of the ſum of 2800*l.* more of, &c. to be paid to the ſaid *E. F.* and *T. K.* by the ſaid *C. B.* (upon the truſts mentioned in a certain indenture *quadripartite*, dated the firſt day of *February* laſt) at the time of executing and perfecting the ſurrender and conveyances of the eſtate herein after mentioned, as herein after is mentioned,

Agreements.

tioned, the ſaid *R. S.* and *E.* his wife, and by their direction the ſa
E. F. and *T. K. Have* ſold unto the ſaid *C. B.* and his heirs, *All* th
&c. and all houſes, &c. to the ſaid meſſuages, &c. every or any of the
belonging or in any wiſe appertaining; and all other the lands, &
whatſoever of them the ſaid *R. S.* and *E.* his wife, or either of the
or of the ſaid *E. F.* and *T. K.* or either of them, in truſt for the ſa
R. S. or *E.* his wife, or of any other perſon or perſons whatſoever
truſt or for the uſe of them the ſaid *R. S.* and *E.* his wife, or either
them, or whereof or wherein they the ſaid *R. S.* and *E.* his wife, *E.*
and *T. K.* every or any of them, have or hath any eſtate, right, tit
intereſt, poſſeſſion, truſt, claim or demand, which late was or were th
eſtate of *B. D.* deceaſed, in or near *S.* aforeſaid, or elſewhere in the p
The huſband covenants for himſelf and wife to convey. riſh of *W.* in the ſaid county of *E.* *And* the ſaid *R S.* for himſelf a
the ſaid *E.* his wife, and his, her and their heirs, doth hereby cove
and promiſe to and with the ſaid *C. B.* his heirs and aſſigns, that th
the ſaid *R. S.* and *E.* his wife, and the ſaid *E. F.* and *T. K.* and
and every other perſon or perſons whatſoever having, &c. of, in or
the premiſſes, every or any part thereof, either in law or equity,
and will, on or before the —— day of ——— next, duly ſurrender
or to the uſe of the ſaid *C. B.* and his heirs, or to ſuch perſon or perſ
as he or they ſhall nominate and appoint, to the uſe of the ſaid *C.*
his heirs or aſſigns, or of ſuch perſon or perſons as he or they ſhall
copyhold and freehold premiſſes. minate and appoint, *All* ſuch part and ſo much of the ſaid premiſſes a
copyhold; *And* ſhall and will by ſuch conveyance and conveyances
the counſel of the ſaid *C. B.* his heirs or aſſigns, ſhall adviſe (and w
uſual and reaſonable covenants to be therein contained) convey a go
perfect and indefeaſible eſtate of inheritance in fee-ſimple, of, in and
All ſuch part and ſo much of the ſaid premiſſes as are freehold, with t
appurtenances, unto the ſaid *C B.* his heirs and aſſigns, or to ſuch p
Truſtees covenant to join. ſon or perſons as he or they ſhall in that behalf nominate and appoint,
the uſe of the ſaid *C. B.* his heirs and aſſigns, or to the uſe of ſuch p
ſon or perſons as the ſaid *C. B.* his heirs or aſſigns, ſhall in that beh
nominate and appoint, free of all incumbrances whatſoever (quit-re
from henceforth to grow due only excepted:) *And* the ſaid *E. F.* a
T. K. for themſelves ſeverally and reſpectively, and not jointly, nor t
one for the other of them, or for the act or default of the other of the
do covenant and agree with the ſaid *C. B.* to join in making a ſurrend
and conveyance of all and every the premiſſes aforeſaid, with the appu
tenances, unto the ſaid *C. B.* and his heirs, or to ſuch perſon or perſo
as he or they ſhall in that behalf nominate and appoint) to the uſe of th
ſaid *C. B.* and his heirs, or of ſuch perſon or perſons as the ſaid *C. B.* o
his heirs ſhall in that behalf nominate and appoint, as his or their counſe
ſhall adviſe, free of all incumbrances done or to be done by them or ei
Covenant to pay the purchaſe-money. ther of them: *And* the ſaid *C. B.* for himſelf, his heirs, &c. doth
hereby covenant and agree to and with the ſaid *E. F.* and *T. K.* their
heirs and aſſigns, that upon executing and perfecting ſuch ſurrender o
ſurrenders, and conveyances as aforeſaid, he the ſaid *C. B.* his heirs
&c. ſhall and will pay, or cauſe to be paid unto the ſaid *E. F.* and *T. K.*
Charge as to the copyhold lands, to be deducted out of purchaſe-money. or one of them, their or one of their executors or adminiſtrators, upo
the truſts aforeſaid, the ſum of 2800*l.* of, &c. *And it is mutually agre*
by and between all the ſaid parties to theſe preſents, that the charge o
the ſurrender of the copyhold part of the premiſſes, and the fine and the

charge

rge of the admittance on the ſame, and all other charges re- The purchaſer to bear the expences as to the freehold lands.
ing thereunto, ſhall be paid and deducted out of the ſaid pur
ſe-money; and the conveyance of the freehold part of the pre-
ſes ſhall be at the charge of the ſaid *C. B.* his heirs or aſſigns.
witneſs, &c.

other, of a fifth Part of Freehold and Copyhold Lands, ſubject to an Eſtate for Life; and after ſuch Eſtate, to make further Conveyance of ſuch further Right as ſhall in the Interim have deſcended to him.

— That he the ſaid *W. B.* andhis heirs, ſhall and will, within —— nths next enſuing the day of the date hereof, convey, ſurrender and re unto and to the uſe of the ſaid *J. S.* and his heirs, a good and feaſible eſtate of inheritance of and in *All* his one undivided fifth t (the whole into five equal parts to be divided) of *All* that meſſuage enement, farm and lands, (being part freehold and part copyhold of ritance) ſituate, &c. and now in the tenure, &c. by fine and conveyances and ſurrender in the law as ſhall be requiſite *ject neverthelefs* to the eſtate for the life of *J. B.* of and in the miſſes:) *And it is alſo agreed*, that the ſaid *W. B.* and his heirs, within ten days next after the deceaſe of the ſaid *J. B.* con- aſſure and ſurrender unto and to the uſe of the ſaid *J. S.* his heirs, all ſuch further right, title and intereſt in and to ſaid farm, as ſhall during the life-time of the ſaid *J. B.* de- or come to him by the death or deaths of his brother *J. B.* of his couſin *F. P. T. P.* and *E. P.* every or any of them. *conſideration* whereof, the ſaid *J. S.* doth hereby agree to pay the ſaid *W. B.* for the purchaſe of his ſaid undivided fifth part the ſaid farm and premiſſes, the ſum of 100*l.* of, &c. *viz.* ce guineas, part thereof, in hand paid as aforeſaid, and 96*l.* other part thereof, at the executing of the conveyances and king the ſurrender ſo to be made as aforeſaid, and 5*l.* reſidue reof, within ten days next after the deceaſe of the ſaid *J. B.* *witneſs*, &c.

ticles concerning the procuring a Grant of and conveying Lands reverted to the Crown.

rticles, &c. *Between* the moſt Honourable *A. B.* &c. of the one Part, and *C. D.* of the other Part, in Manner and Form following, that is to ſay,

WHEREAS his late majeſty king *Charles* the firſt, of bleſſed memory, being in right of his crown of *E.* and duchy of *C.* or me or one of them, owner of the ſeveral manors, lordſhips or reputed dſhips of *H. cum membris*, *W. S. C. C. M. R. E. cum membris*, *G.* *er montem cum membris*, and the iſle of *A.* lying contiguouſly in the veral counties of *Y. L.* and *N.* ſome or one of them, whereunto Manors belonging to the crown.

above

Acres 40,000

above 40,000 acres of moor, fenny, boggy, drowned or ſurround grounds, waſte or commons did belong, whereon his majeſty h chaſe of red deer, and was known by the name of *H.* chaſe or his majeſty, for the good of his kingdom in general, and the ea his ſubjects of thoſe counties in particular, from the ſaid deer, the commoners and inhabitants were much annoyed with, and for advancement of his revenue, with advice of the lords and others of majeſty's moſt honourable privy council, by article under the great of *E.* bearing date the 24th day of *May*, in the ſecond year of reign, with *C. V.* eſq; allowed him one part in three of the moors, commons, boggy, fenny and ſurrounded grounds, for his and charges in draining thereof. *And whereas* upon another tract under the great ſeal of *E.* made by and with the advice the lords and others of his majeſty's moſt honourable privy co dated the 27th day of *October*, in the 4th year of his reign, his majeſty, for the conſideration of 16,800*l.* fine, and a fee-farm agreed to be reſerved, did contract and agree with the ſaid *C. V.* he the ſaid *C. V.* together with the ſaid third part, which by the contract he was to have for his charges of draining, ſhould have well ſufficiently conveyed and aſſured to him and his heirs for ever, the manors of *H. cum membris W.* as alſo ſo much of the waſte and co belonging to all the ſeveral manors herein before mentioned and ſp ed, which were to be or ſhould be allotted to his ſaid late majeſty, his ſhare and proportion therein, freed and diſcharged from all title intereſt of common, and other claims whatſoever: *And whereas* the *C. V.* by the aſſiſtance of his participant *J. V.* and at the ſaid *J.* proper expence of above 13,500*l.* did drain all the ſaid waſte and rounded ground, purſuant to the ſaid *C. V's* firſt contract: *And as* his ſaid late majeſty, in part of performance of his ſaid agreem did by the requeſt of the ſaid *C. V.* by his letters patent under the ſeal of *E.* dated the 5th day of *February*, in the 4th year of his majeſty's reign, give and grant unto the ſaid *C. V.* and his heir ever, the aforeſaid manor of *H. cum membris W.* and the ſeveral pro tions ſet out and allotted to the king and drainer, for their ſhares o waſte belonging to the ſame manors, under ſeveral new increaſed ye fee-farm rents thereby reſerved, amounting to 485*l. per ann.* *whereas* his ſaid late majeſty, in farther performance of his ſaid contr did by other letters patent under the great ſeal of *E.* dated the 2 day of *March*, in the 11th year of his reign, at the nomination humble ſuit of the ſaid *C. V.* and *J. V.* in truſt for them, give grant to Sir *W. C.* knt. *R. C.* alderman of *L.* Sir *C. H* knt. *T.* eſq; *J. L.* merchant, and *T. V.* and their heirs, ſeveral lands and reditaments in the ſaid laſt recited letters patent expreſſed, being ſeveral proportions ſet out for his ſaid late majeſty, and the ſaid drain ſhares in the ſurrounded grounds and waſte, belonging to the ſaid ma of *S. C. R. C M. G. cum membris*, *E. cum membris*, and the iſle of under ſeveral new reſerved yearly fee-farm rents, amounting to 77 17*s. per ann.* *And whereas* by the ſaid recited contracts, as in the ſeveral above mentioned letters patent, his ſaid majeſty hath covena and granted, to and with the ſaid patentees, that he, his heirs and ſu ceſſors, would give his and their free and royal aſſent to a bill or act parliament, for the better aſſurance of the ſaid lands and hereditament by

By the firſt article, 24th day of *May*, 2 *Car.* 1. *C. V.* was to have one part in three.

By the ſecond article, dated the 27th of *October*, the 4th year of *Car.* 1. *C. V.* for 16,800*l.* was to have his third part, and alſo the king's part conveyed to him and his heirs for ever, under a reſerved rent of 485*l.*

The conſideration paid by *J. V. Imprimis* 150,000*l.*

The firſt letters patent to *C. V.* dated the 5th of *February*, 4 *Car.* 1. to hold for ever the manor of *H. W.* the fee-farm rents 485*l.*

The ſecond letters patent to Sir *W. C. R. C.* Sir *C. H. T. B. J. L. T. V.* in truſt for *C. V.* and *J. V.* dated the 24th of *March*, 11 *Car.* 1. *S C. R. C. M G. E* and the iſle of *A.* the fee-farm 775*l.* 17*s. per ann.*

the ſaid ſeveral letters patent granted or mentioned to be granted, The king co-
in performance thereof, it was *Enacted*, after the reſtoration, by his venanted to
majeſty king *Charles* the Second, and by and with the conſent of give his royal
lords ſpiritual and temporal, and commons, in parliament then aſ- aſſent to an act
bled, and by authority of the ſame, that the ſaid two ſeveral before for confirma-
ited letters patent, the one dated the 5th of *February*, in the 4th tion; accord-
of his late majeſty king *Charles* the firſt's reign, and the other ingly enacted.
ed the 24th of *March*, in the 11th year of his ſaid reign, and all
title, eſtates and intereſts thereby made, created, paſſed or granted,
mentioned or intended to be granted, as were heretofore waſte,
ors, fiſhings, commons or ſurrounded grounds, lying within or be-
ing to the ſeveral manors or reputed manors therein mentioned, ex-
the lands within the manors of *M.* being parcel of the poſſeſſion of
ducheſs of *C.* ſhould be to, &c. and to hold them for ever: *And*
reas the ſaid *C. V. W. C. R. C.* Sir *C. H. T. B. J. L.* and *T.*
did in and by their deed of feoffment, dated, &c. for the conſidera-
of the ſum of 13,000*l.* before mentioned to be diſburſed by the ſaid
V. in draining the aforeſaid premiſſes, and alſo for the conſideration
the further ſum of 10,000*l.* diſburſed for the ſaid *C. V.* and the other
ntees in payment for the ſaid letters patent, and money paid to the
C. V. and alſo for the further ſum of 20,000*l.* to the ſaid *C. V.* &c.
nd paid, at or before the executing the ſaid indenture, and for
r conſiderations therein compriſed, the ſaid *C. V.* &c. did grant,
ain, ſell, infeoff, and confirm unto the ſaid *J. V.* the aforeſaid pre-
es, to hold to the ſaid *J. V.* for ever: *And whereas* the ſaid *J. V.* Feoffment to
a foreigner, and was never naturalized at the time of his death, by *J. V.* who was
on whereof the premiſſes that he was intitled unto is become a foreigner,
d in the crown of *G. B.* by virtue of its prerogative royal, and never na-
duchy of *C.* or the laws of this kingdom tending thereto: tu alized,
whereas the deed and other proofs are now in the hands, cuſtody whereby pre-
power of the ſaid *C. V.* and thereby the premiſſes are now under miſſes became
ealment, inſomuch that the crown is not appriſed thereof, neſ- veſted in the
is the crown or prerogative able to aſſert and prove their title crown, but
the forfeiture thereof, without the producing the aforeſaid deed, concealed
reby the ſame premiſſes became veſted in the ſaid *J. V.* for therefrom.
t the ſaid *C. D.* hath of his own accord applied to, and made Diſcovery by
covery of the aforeſaid premiſſes to the ſaid *A. B.* whereby he *C. D.* who may
enabled by ſuch proofs to veſt the title thereof in the crown, obtain letters
d by his intereſt may obtain letters patent thereof; *Now* for patent.
conſiderations aforeſaid, and for the conſideration that the ſaid
D. ſhall at all time and times hereafter, upon reaſonable notice Conſideration
him given under the hand of the ſaid *A. B.* attend and pro- of producing
the aforeſaid and other proofs which he hath in his hands, cuſ- proofs.
y or power, relating to the aforeſaid premiſſes, it is agreed on,
ncluded and covenanted, to, by and between the parties to theſe
ſents in manner following; that is to ſay, that he the ſaid *C.* *C. D.* cove-
doth hereby covenant, promiſe and oblige himſelf, &c. that he nants to pro-
ſaid *C. D.* ſhall and will, as often as required by the ſaid *A. B.* duce the ſame.
end at any time and place, and there produce before the ſaid
B. or any other perſon, the above mentioned deed of feoffment,
all other proofs that are in his hands, cuſtody or power, or

which

which ſhall or may come into his hands, cuſtody or power, touching or relating to the afore-mentioned, and herein compriſed premiſſes, which the ſaid *J. V.* was intitled unto at the time of his death. *Provided always*, that the ſaid *C. D.* ſhall have 24 hours notice thereof, for every 40 miles that the ſaid *C. D.* is to go, ride or otherwiſe be conveyed in relation thereto, and his reaſonable travelling charges paid down according to his ability: In conſideration whereof, and for the conſideration before mentioned, the ſaid *A. B.* doth for himſelf, &c. covenant, grant and agree. to and with the ſaid *C. D.* &c. that at and before the executing of theſe preſents, there ſhall be paid to the ſaid *C. D.* by the ſaid *A. B.* or his order, the ſum of —— and that the third part of the premiſſes herein before mentioned to be granted by the crown to the ſaid *A, B.* or to any other perſon or perſons for him or them, or to any other patentee or patentees whatſoever, ſhall be by him the ſaid *A. B.* &c. his or their order, direction or procurement conveyed to the ſaid *C. D* by him or them, within one month after ſuch patent obtained to hold to the ſaid *C. D.* &c. for and during the time to be limited, expreſſed, inſerted, mentioned or compriſed in the ſaid letters patent, and to be conveyed to the ſaid *C. D.* &c. at the proper coſts and charges of the ſaid *A. B.* &c. and freed from and of all incumbrances whatſoever; *And* for ſuch grants from the crown and conveyance from the ſaid *A. B.* &c. the ſaid *A. B.* doth for himſelf &c. farther covenant, grant, promiſe and oblige himſelf, and agree to and with the ſaid *C. D.* &c. that he the ſaid *A. B.* &c. ſhall and will pay or cauſe to be paid unto the ſaid *C. D.* &c. the ſum or annuity of 100*l. per ann.* to be paid quarterly on the days of payment uſual for that purpoſe, (*viz.*) the annuity, &c. the firſt payment to commence from, &c. and to be paid on, &c. and ſo on ſucceſſively until ſuch conveyance of the premiſſes before mentioned is made and executed by, &c. to the ſaid *C. D.* The ſaid *A. B.* for the conſideration before expreſſed, doth covenant and agree to and with the ſaid *C. D.* &c. that he the ſaid *C. D.* ſhall be employed in and have the whole management of the ſuing or otherwiſe proſecuting of the ſaid pretended owners of the premiſſes before mentioned, for obtaining poſſeſſion of the ſeveral premiſſes, &c. and for the default of conveying the ſaid third part, according to the tenor of theſe preſents, to the ſaid *C. D.* &c. that then it ſhall and may be lawful, by virtue hereof and of the contents hereof compriſed, for the ſaid *C. D.* &c. to enter into and upon any part of the premiſſes herein before mentioned, in the name of the whole, and ſo it to retain without being accountable for the ſame, till the ſaid *A. B.* &c. or any other patentee or patentees ſhall make and execute ſuch deviſe or deviſes, conveyance or conveyances, aſſurance or aſſurances of the ſaid third part of the premiſſes, as is before expreſſed unto the ſaid *C. D.* &c. any thing herein contained, or in the laws, to the contrary hereof in any wiſe notwithſtanding. *In witneſs*, &c.

Notice of attendance therewith.

A. B. to pay *C. D.* on executing theſe preſents.

C D to have ſaid third part of premiſſes granted, conveyed to him at coſts of *A. B.*

A. B. to pay *C. D.* 100*l. per ann.* until a conveyance of the third part be executed.

C. D. to have the whole management of the ſuing the owner of the premiſſes.

C. D. to enter into the whole in default of conveyance of a third.

greement for paſſing a Particular, rated in Fee-ſimple, under the Great Seal, to two Patentees, and from them to the Purchaſer.

WHEREAS the ſaid *R. H.* hath already delivered unto the ſaid *R. T.* a particular in parchment, already rated by the commiſ-oners of the manor of *R.* with the appurtenances in the county of *Y.* r *ann.* 10*l* to be paſſed from the king's majeſty by letters patent under e great ſeal of *England*, amongſt other things in fee-ſimple, to ſuch erſon or perſons, patentee or patentees in truſt, their heirs and aſſigns r ever; as the ſaid *R. T* ſhall think fit, and from the ſaid patentee or tentees to *F. B.* of, &c. his, &c for ever: *And whereas* for the ing and finiſhing thereof, the ſaid *F. B* by the hands of the ſaid *R.* hath, at the enſealing and delivery of theſe preſents, paid and deli-ed unto the ſaid *R. T.* the ſum of, &c. in full ſatisfaction of and for e clear and abſolute purchaſe of the ſaid manor, and of and for all rges for the ſame to be anſwered or paid in any wiſe, either to his jeſty; or any other for the purchaſe of the ſame manor, other than r the inrolling of the conveyance or aſſurance to be made by the ſaid tentee or patentees to the ſaid *F. B.* his, &c. and other than for the rges of the procuring of the ſurvey of the woods growing upon the miſſes, both which are to be done at the coſts and charges of the ſaid his, &c. *In conſideration* whereof the ſaid *R. T.* doth covenant and unt for him, his, &c. by theſe preſents, to and with the ſaid *R. H.* , &c. and every of them, in manner and form following, that is to , That he the ſaid *R. T.* his, &c. ſhall and will, at his and their proper coſts and charges, do his and their beſt endeavours to pro-e the ſame manor of *R.* with the appurtenances, to be paſſed and nted from his majeſty, his heirs and ſucceſſors, amongſt other things, fee-ſimple, by letters patent under the great ſeal of *England*, to the d patentee or patentees, their, &c. for ever, before the 25th day of —— next enſuing the date hereof, and the ſame premiſſes ſo paſſed d granted as aforeſaid, ſhall and will cauſe and procure the ſaid paten-e or patentees to convey and aſſure the ſaid manor of *R.* with the ap-rtenances, by deed acknowledged to be inrolled under the ſaid *F. B.* , &c. for ever, in ſuch manner and form, and with and under ſuch venant and warranties as in like caſes is uſed and accuſtomed; and it fully agreed by and between the ſaid parties, that if in caſe the ſaid *T.* his, &c. cannot before the ſaid 25th day of —— next coming, ocure the ſaid manor with the appurtenances, to be paſſed and granted letters patent from his majeſty, as aforeſaid, that then he the ſaid *T.* his, &c. ſhall and will, within ten days next after the ſaid 25th —— well and truly content and repay, or cauſe to be repaid, unto ſaid *F. B.* his, &c. the ſaid ſum of 120*l.* at or in, &c. the ſaid *R.* . his, &c. then defaulking out of the ſaid ſum ſo to be repaid, the ſum 6*l.* of, &c. for ſuch charges as the ſaid *R. T.* his, &c. ſhall diſburſe lay out, of, for or about the ſaid manor.

An Agreement in Articles of Purchaſe, that if a good Title and perfect Con-veyance cannot be made on or before a certain Day, the Premiſſes ſhall ſtand as a Security for the Money paid down and Intereſt, which the Ven-dors covenant to pay; the Profits received by the Purchaſer to go in Part of Payment.

IT is hereby further agreed and declared by and between all the ſaid parties to theſe preſents, and particularly the ſaid (*vendors*) hereby agree and declare, that in caſe they cannot make out a good title to, and execute and perfect ſuch conveyances and aſſurances of the premiſſes as aforeſaid, on or before the —— day of, &c. now next enſuing, then the ſaid manor, &c. and every part thereof ſhall remain to be a ſecurity to the ſaid (*purchaſer*) for ſecuring to him, his, &c. repayment of the ſaid ſum of —— *l.* now by him paid as aforeſaid, or upon the ſaid —— day of, &c. now next enſuing, together with intereſt for the ſame, after the rate of, &c. from henceforth, in the mean time and until payment thereof, which in ſuch caſe they the *purchaſers* do hereby for themſelves ſeverally and reſpectively, and their ſeveral reſpective heirs, &c. promiſe and agree to pay accordingly; and then alſo in ſuch caſe all ſuch rents, &c. as he the ſaid *purchaſer* ſhall have received by or out of the premiſſes as aforeſaid, ſhall be deemed and allowed by him in part of payment of the ſame —— *l.* with intereſt.

An Agreement in Purſuance of an Agreement on the Purchaſe of a Manor, Rectory, &c. that Part of the Purchaſe-Money being paid down, and a Mortgage made to the Vendor for ſecuring the Reſidue, (the Title to the Rectory being doubtful) that Part of the Sum ſecured ſhould be retained in the Hands of the Purchaſer to indemnify him till the ſaid Title can be made effectual by act of Parliament, &c. the Rectory to be valued by Arbitrators; and in caſe of Eviction or Compoſition, or any Claim, what the Purchaſer may retain.

Recitals.

1. Of purchaſe deeds.

2. That purchaſer had paid part of the money, and ſecured the reſt by mortgage to the vendor.

3. A doubt as to the vendor's title to the rectory, &c.

THIS *Indenture* made, &c. *Between A. A.* of, &c. nephew and heir of *B. A.* late of, &c. of the one part, and *C. C.* of, &c. the other part: *Whereas*, &c. (*recital of a purchaſe by leaſe, releaſe, bargain and ſale, of manors, rectory*, &c.) *And whereas*, upon execution the ſaid deeds of purchaſe, only 5000*l.* part of the ſaid ſum of 15,000*l.* purchaſe-money, were actually paid to the ſaid *A. A.* by the ſaid *C.* and 10,000*l.* reſidue thereof, together with the intereſt for the ſame, at the rate of 5*l. per cent. per ann.* were agreed to be ſecured to the ſaid *A.* by mortgage of the premiſſes, ſubject nevertheleſs to ſuch deductions as are herein after mentioned; for which purpoſe the ſaid *C. C.* and *C.* have by indentures bearing even date, &c. demiſed and mortgaged the premiſſes to the ſaid *A. A.* his, &c. for, &c. as by, &c. *And whereas* by reaſon of the laſt will and teſtament of the ſaid *B. A.* or otherwiſe, it may be very doubtful whether the ſaid *A. A.* could legally and effectually ſell and convey the ſaid rectory, &c. to the ſaid *C. C.* and *D. C.* and the heirs and aſſigns of the ſaid *C. C.* in manner aforeſaid

agreement; and therefore it was agreed by and between the ſaid *A. B. B. B.* and *D. E.* upon his contract for the purchaſe of the ſaid two meſſuages, or, &c. ſo conveyed unto and to the uſe and behoof of him the ſaid *D. E.* his heirs and aſſigns as aforeſaid, that they the ſaid *A. B.* and *B. B.* ſhould indemnify and ſave harmleſs him the ſaid *D. E.* his heirs and aſſigns, and the ſaid two meſſuages, or, &c. ſo conveyed to him and them as aforeſaid, of, from and againſt all arrears of the ſaid yearly ſum of 5*l.* for and until the feaſt-day of, &c. next enſuing: and that in caſe the ſaid yearly ſum of 5*l.* or any part of the ſaid annuity of 15*l.* ſhould at any time hereafter be recovered out of and charged upon the ſaid five meſſuages by the ſaid indenture of, &c. agreed to be charged with the ſaid 5*l.* from and after the deceaſe of the ſaid *V. B.* as aforeſaid, then the ſaid *D. E.* his heirs and aſſigns, ſhould only bear and pay the yearly ſum of 2*l.* for and in reſpect of the ſaid two meſſuages and premiſſes ſo conveyed to him and them as aforeſaid, to commence and be computed from the ſaid feaſt-day of, &c. now next enſuing, and the reſidue and overplus of all ſuch ſums of money as ſhould be ſo recovered or charged as aforeſaid, ſhould be wholly borne and paid by the owners and proprietors of the three other of the ſaid five meſſuages charged with the ſaid 3*l.* as aforeſaid, which are not purchaſed by or conveyed to the ſaid *D. E.* *Now this Indenture witneſſeth*, and in conſideration of the premiſſes, and in purſuance of the ſaid recited agreements, the ſaid *A. B.* and *B. B.* *Do* for themſelves and each of them, their and each of their heirs, &c. covenant, &c. to and with the ſaid *D. E.* his heirs and aſſigns, in manner following, that is to ſay, That they the ſaid *A. B.* and *B. B.* or one of them, their or one of their heirs, &c. ſhall and will from time, &c. ſave, defend, keep harmleſs and indemnified the ſaid *D. E.* his heirs, &c. and the ſaid two meſſuages, &c. ſo conveyed unto and to the uſe of him the ſaid *D. E.* his heirs and aſſigns as aforeſaid, of, from and againſt all arrears of the ſaid yearly ſum of 5*l.* incurred or grown due, or which ſhall be due or recovered for and until the ſaid feaſt day of, &c. now next enſuing, and of, from and againſt all actions, ſuits, loſſes, coſts, charges and expences to be occaſioned or ſuſtained for or on account of ſuch arrears. *And further*, That in caſe at any time hereafter the ſaid yearly ſum of 5*l.* or any part of the ſaid annuity of 15*l.* ſhall be recovered out of and charged upon the aforeſaid five meſſuages agreed to be charged with the ſaid 5*l.* as aforeſaid, then the owners and proprietors of the ſaid three other meſſuages not purchaſed by or conveyed to the ſaid *D. E.* as aforeſaid, ſhall and will from time, &c. bear and pay all ſuch ſum and ſums of money as ſhall be ſo recovered and charged as aforeſaid, over and above and other than and except the yearly ſum of 2*l.* which in that caſe is to be borne and paid by the ſaid *D. E.* his heirs and aſſigns, to commence and be computed from the feaſt-day of, &c. now next enſuing: *And in conſideration of the Premiſſes*, and in purſuance of the ſaid recited agreements, he the ſaid *D. E.* doth hereby for himſelf, his heirs, &c. covenant, &c. to and with the ſaid *A. B.* and *B. B.* and each of them, their and each of their heirs and aſſigns, that in caſe at any time hereafter the ſaid yearly ſum of 5*l.* or any part of the ſaid annuity of 15*l.* ſhall be recovered out of and charged upon the aforeſaid five meſſuages, agreed to be charged with the ſaid 5*l.* as aforeſaid, then he the ſaid *D. E.* his heirs and aſſigns, ſhall and will bear and pay the ſaid yearly ſum of 2*l.* part of the monies to

Agreements to indemnify the now purchaſers to a day certain, and to apportion it (if recovered) for the future.

Covenant to the ſame purpoſes.

Purchaſer covenants to pay his proportion as agreed on.

overplus of the ſaid 2000*l.* after ſuch deductions in either of the ſaid caſes as aforeſaid, if any ſuch there be, ſhall be paid unto the ſaid *A. A.* his, &c. *And* the ſaid *A. A.* doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *C. C.* his, &c. that he the ſaid *A. A.* his, &c. ſhall and will uſe his and their utmoſt endeavours at the charges and expences of the ſaid *A. A.* his, &c. by act of parliament or otherwiſe, forthwith or ſo ſoon as conveniently may be, to cauſe and procure ſuch good and effectual title to be made of the ſaid rectory, &c. unto the ſaid *C. C.* his, &c. as he or they, or his or their counſel ſhall approve of, and that in caſe he cannot, within the ſpace of one year next enſuing the date hereof, procure ſuch good and effectual title to be made as aforeſaid, then it ſhall and may be lawful to and for the ſaid *C. C.* his, &c. to make ſuch deductions, as the caſe ſhall happen, by and out of the ſaid ſum of 2000*l* after the rate aforeſaid, according to the loſs or damage he or they ſhall ſuſtain or be put unto by reaſon of any ſuch eviction, diſturbance or interruption as aforeſaid. *And laſtly*, the ſaid *C. C.* doth hereby covenant and agree with the ſaid *A. A.* his, &c. that during ſuch time as the ſaid 2000*l.* or any part thereof ſhall remain and continue in the hands of the ſaid *C. C.* his, &c. ſubject to ſuch deductions as aforeſaid, and until the ſame ſhall be actually applied for the purpoſes aforeſaid, he and they will pay and allow intereſt for the ſame unto the ſaid *A. A.* his, &c. after the rate of 5*l. per cent. per annum*. *In witneſs*, &c.

A good title to be procured by the vendor. &c.

The purchaſer to pay intereſt for the depoſit.

An Agreement that a Purchaſer of Lands and of an Advowſon (the Title for the Advowſon being doubtful) ſhall retain Part of the Purchaſe-Money for his Security in caſe of Eviction; but in caſe of peaceable Enjoyment ſix Months after the Induction of an Incumbent after the next Avoidance, the Purchaſer to pay Intereſt, and in caſe of quiet Enjoyment ſeven Years after that, to pay the Principal Money retained and Intereſt.

Articles, &c. *Between A. B.* of, &c. of the one Part, and *B. C.* of, &c. *C. D.* of, &c. *D. E.* of, &c. *E. F.* of, &c. and *F. G.* of, &c. of the other Part, as follows:

Several perſons ſeiſed of lands and an advowſon.

WHEREAS the ſaid *C. D.* being ſeiſed in fee of two-ſixth parts of &c. in, &c. and the ſaid *B. C.* and *E. F.* being each of them ſeiſed in fee of one other ſixth part thereof, and the ſaid *D. E.* and his wife, in right of the ſaid *J.* being alſo ſeiſed in fee of one other ſixth part thereof, and the ſaid *F. G.* and *L.* his wife, in right of the ſaid *L.* being alſo ſeiſed in fee of the other remaining ſixth part thereof, and all of them being or pretending to be ſeiſed in fee in the ſhares and proportions aforeſaid, of and in the advowſon of the church of *G.* aforeſaid, have by indenture, bearing date the day before the day of the date of theſe preſents, and by other conveyances and aſſurances, in conſideration of, &c. in the ſame indenture mentioned to be paid or ſecured to them reſpectively by the above named *A. B.* in proportion to their reſpective eſtates and intereſts of and in the premiſſes, granted and conveyed, or therein mentioned to have been granted, &c. unto and to the uſe

Conveyance thereof.

ſe of the ſaid *A. B.* his heirs and aſſigns. *And whereas* the title of the aid *C. D. B. C. E. F. D. E.* and *J.* his wife, and *F. G.* and *L.* his ife, in and to the ſaid advowſon, being at the time of ſuch grant and nveyance ſomewhat doubtful and uncertain, they the ſaid *C. D. B. C. . F. D. E.* and *F. G.* have agreed to leave, and have accordingly left the hands of the ſaid *A. B.* the ſum of 1000*l.* part of the aforeſaid m of 6000*l.* as a ſecurity for the quiet enjoyment of the ſaid advowſon the ſaid *A. B.* his heirs and aſſigns, and ſubject to the terms, condi- ns and agreements herein after mentioned concerning the ſaid 1000*l.* *ow therefore theſe preſents witneſs*, That it is hereby declared and agreed and between all the ſaid parties hereunto, in manner following; that to ſay, The ſaid *A. B.* doth hereby for himſelf, his heirs, &c. cove- nt, &c. to and with the ſaid *C. D. B. C. E. F. D. E.* and *F. G.* eir executors, &c. that in caſe the ſaid *A. B.* his, &c. ſhall and do old and enjoy the ſaid advowſon of, &c. during the life of *J. T.* the eſent incumbent of the ſaid church, or for ſuch time as he ſhall continue cumbent there, and from and after the firſt avoidance of the ſaid church the death or reſignation of the ſaid *J. T.* the preſent incumbent, or herwiſe if he the ſaid *A. B.* his heirs or aſſigns ſhall and may peaceably d quietly preſent another fit perſon as incumbent to the ſaid church, o ſhall thereupon be admitted, inſtituted and inducted, and continue the poſſeſſion of the rectory or parſonage of the ſame church by the ace of half a year after ſuch induction, then and in ſuch caſe, and not herwiſe, he the ſaid *A. B.* his heirs, &c. ſhall and will anſwer, allow d pay unto the ſaid *C. D. B. C. E. F. D. E.* and *F. G.* reſpectively, their reſpective executors, &c. according to their ſeveral and reſpec- e ſhares and proportions of and in the ſaid advowſon, at the time of the aking the ſaid recited conveyance, intereſt for the ſaid ſum of 1000*l.* er the rate of 4*l. per cent. per ann.* to be computed from the day of the te of theſe preſents, until the end of ſuch half-year after ſuch induc- n as aforeſaid, firſt deducting thereout all coſts and charges which he e ſaid *A. B.* his heirs or aſſigns, ſhall be at in maintaining or defend- g the title of the ſaid advowſon (if any ſuch ſhall be;) and in caſe the id *A. B.* his, &c. ſhall during the ſpace of ſeven years, to be account- d from the ſaid half-year after ſuch induction as aforeſaid, peaceably d quietly hold, poſſeſs and enjoy the ſaid advowſon of, &c. without y let, ſuit, trouble, eviction or interruption of or by any perſon or erſons whatſoever lawfully claiming or to claim the ſaid advowſon, hen and in ſuch caſe, and not otherwiſe, he the ſaid *A. B.* his heirs, c. ſhall and will at the end of the ſaid ſeven years pay or cauſe to be id unto the ſaid *C. D. B. C. E. F. D. E.* and *F. G.* reſpectively, or eir reſpective executors, &c. the ſaid ſum of 1000*l.* in the proportions llowing; that is to ſay, two-ſixth parts thereof to the ſaid *C. D.* his xecutors, &c. and a ſeveral ſixth-part thereof to each of them the ſaid . *C. E. F. D. E.* and *F. G.* reſpectively, or their reſpective executors, c. together alſo with the intereſt for the ſame after the rate of 5*l. per nt. per ann.* to be paid by equal half-yearly payments during ſuch en- yment, to be computed from the end of the ſaid half-year after ſuch duction as aforeſaid; thereout firſt deducting all charges and expences hich the ſaid *A. B.* his, &c. ſhall be at in maintaining or defending the itle of the ſaid advowſon, if any ſuch there be. And the ſaid *C. D. B. C. E. F. D. E.* and *F. G.* do hereby for themſelves ſeverally and reſpectively,

Doubtful title to the advowſon.

Agreement that the purchaſer ſhall retain part of the purchaſe-money as ſecurity.

The purchaſer covenants, that in caſe he peaceably holds the ſaid advowſon during the life of the preſent incumbent, &c. then he will pay to the vendors intereſt for the money regained.

Deducting coſts in defending the title.

And in caſe he peaceably enjoys it for a certain term after, that he ſhall pay the principal and intereſt.

caſe and for ſo long time as they the ſaid *D. E. F. G.* and *G. H.* or any of them, their or any of their heirs, &c. ſhall and do well and truly pay, or cauſe, &c. the accruing intereſt of the ſaid 600*l.* portion, and all ſuch annuity or annuities as they the ſaid *G. H.* and *A.* his wife, or either of them, are, is or ſhall, or may be intitled unto, or can or may claim or pretend to, out of the ſaid purchaſed manors, &c. or any part thereof, by virtue of the ſaid firſt recited indenture of releaſe, and the ſaid will of the ſaid *C. D.* or either of them, as the ſame ſhall from time to time reſpectively become due and payable; *And alſo* ſhall do in the mean time well and ſufficiently ſave, defend and keep harmleſs and indemnified them the ſaid purchaſers, and each and every of them their and each and every of their heirs, executors, adminiſtrators, aſſigns and truſtees, and the ſaid purchaſed premiſſes, and every part thereof, of, from and againſt the payment of the ſaid 600*l.* portion and the intereſt thereof, and all ſuch annuity or annuities as are before mentioned, every or any part thereof, and of, from and againſt all loſs, coſts, charges, damages and expences which they the ſaid purchaſers or any of them, their or any of their heirs, &c. ſhall or may ſuſtain, or be put unto at law or in equity, or otherwiſe howſoever, for or by reaſon or means of non-payment, or not due payment of the ſaid portion, intereſt, and annuity or annuities, every or any part thereof. *Upon truſt* that they the ſaid *N. O. O. R. P. H.* and *R. S.* and the ſurvivor and ſurvivor of them, his executors and adminiſtrators, or ſuch others on whom the truſts hereby declared or created ſhall for the time being devolve, ſhall and do permit and ſuffer, and fully authorize and impower them the ſaid *D. E. F. G.* and *G. H.* reſpectively, and their reſpective executors, &c to receive and take the clear yearly dividends and intereſt of the ſaid 1500*l. South-ſea* annuities, as the ſame ſhall from time to time ariſe and become due, to and for their own reſpective uſe and benefit, in the proportions following, that is to ſay one full third part thereof to be received by the ſaid *D. E.* his, &c. one other full third part to be received by the ſaid *F. G.* her, &c. the remaining full third part thereof, to be received by the ſaid *G.* his, &c. *And upon this further truſt*, that in caſe at any time or times hereafter, default ſhall happen to be made of or in payment of the ſaid 600*l.* portion, or any part thereof, or of the accruing intereſt thereof or any part thereof, or of ſuch annuity or annuities as aforeſaid, or any part thereof, or for want, or in default or neglect of ſuch indemnification as aforeſaid, then and ſo often they the aforeſaid truſtees of the ſaid *South-ſea* annuities, or the ſurvivors, &c. his, &c. or ſuch others on whom the ſaid truſts ſhall for the time being devolve, ſhall and do, by and out of the yearly dividends and intereſt of the ſaid *South-ſea* annuities, or by ſale of all, or any, or a competent part of the capital of the ſame annuities, or by ſuch other ways or means as the ſaid truſtees for the time being ſhall think fit, raiſe and levy ſuch ſum and ſums of money as ſhall from time to time be ſufficient and neceſſary to anſwer, pay and ſatisfy the ſaid 600*l.* portion, and the intereſt thereof, and ſuch annuity or annuities as aforeſaid, or ſuch part or parts thereof as ſhall be due and payable, and whereof ſuch default of payment ſhall happen to be made as aforeſaid, together alſo with all ſuch loſs, &c. as they the ſaid purchaſers, or any of them, their heirs, &c. or truſtees, or the truſtees for the time being for the ſaid *South-ſea* annuities, or any of them,

Indemnity of purchaſers in the mean time.

Intereſt of *South-ſea* annuities, how applied.

On default of paying the ſaid portion, &c. the truſtees to raiſe as much monies out of the dividends and intereſt of the *S. S.* annuities, or by ſale, as ſhall be ſufficient to pay the ſame and coſts.

them, ſhall ſuſtain, &c. for or by reaſon or means of ſuch non-payments, or not due payment of the aforeſaid portion and intereſt, and annuity or annuities laſt mentioned, every or any part thereof, or for want, or in default or neglect of ſuch indemnification as aforeſaid, or in or about the execution of the truſts hereby created and declared, every or any of them, and ſhall and do pay, apply and diſpoſe of the ſame monies (when ſo raiſed) accordingly. *Provided always nevertheleſs*, and it is hereby further agreed and declared by and between all, &c. that when and ſo ſoon as the ſaid purchaſed manors, &c. ſhall, to the good liking and ſatisfaction of them the ſaid *L. M. M. N. N. O.* and *O. P.* or the ſurvivors, &c. or the heirs, &c. or of his, her or their counſel in the law, be freed and abſolutely releaſed and diſcharged at law and in equity, of, from and againſt the ſaid portion of 600*l.* and the intereſt thereof, and every part thereof, and of, from and againſt all ſuch annuity or annuities as aforeſaid, and every part thereof, and all arrears thereof, every or any part thereof, and that ſuch indemnification as aforeſaid ſhall have been fully made, and that all ſuch loſs, &c. as aforeſaid, together with the truſtees coſts and charges in and about the execution of theſe preſents, ſhall be fully paid and ſatisfied; then and immediately thereupon, or ſo ſoon after as conveniently may be, the ſaid truſtees for the time being for the ſaid *South-ſea* annuities ſhall and will, at the requeſt, coſts and charges of them the ſaid *D. E. F. G.* and *G. H.* reſpectively, or their reſpective executors or adminiſtrators, tranſfer and pay the ſaid 1500*l.* *South-ſea* annuities, or ſo much thereof as ſhall then remain undiſpoſed of, for the purpoſes aforeſaid, and all dividends and intereſt then thereupon due, in the proportions and manner following; that is to ſay, one full third part thereof unto the ſaid *D. E.* his, &c. to and for his and their own uſe and benefit, one other, &c. *Provided alſo*, and it is hereby further agreed and declared by, &c. all, &c. that in caſe any part or parts of the ſaid 1500*l.* *South-ſea* annuities ſhall, by authority of parliament, or otherwiſe, be redeemed or paid in before the aforeſaid truſts ſhall be fully performed, then and in ſuch caſe, and ſo often it ſhall and may be lawful to and for the ſaid truſtees for the time being, for the ſame annuity, to lay out and inveſt the monies to be ſo paid, in the purchaſe of the like *South-ſea* annuities, in their joint names, upon the ſame and like truſts, and ſubject to the ſame and like proviſoes and agreements as aforeſaid, (*or ſay* —— as are herein before expreſſed and declared of and concerning the ſaid annuities ſo to be redeemed or paid off as aforeſaid.) *Provided always*, and it is hereby further agreed and declared by, &c. all, &c. that in caſe either of them the ſaid *N. Q.* or *O. R.* the truſtees nominated by the ſaid purchaſers, ſhall happen to die before the aforeſaid truſts ſhall be fully performed, then and in ſuch caſe it ſhall and may be lawful to and for the ſaid purchaſers, parties hereto, or the ſurvivors, &c. to name and appoint one other fit and proper perſon as a truſtee for the purpoſes aforeſaid, in the room and ſtead of ſuch of them the ſaid *N. Q.* and *O. R.* as ſhall ſo happen to die, and ſo from time to time, and as often as any truſtee named by the ſaid purchaſers, or any of them, their or any of their heirs or aſſigns, ſhall happen to die whilſt the aforeſaid truſts, or any of them, ſhall be ſubſiſting; and in caſe either of them the ſaid *P. H.* and *R. S.* the truſtees nominated by the ſaid *D. E. F. G.* and

Agreement, that on the diſcharge of the purchaſed premiſſes from the ſaid portion, &c.

the truſtees ſhall transfer the ſaid *S. S.* annuities to the vendors.

Proviſo in caſe of redemption of part of the *S. S.* annuities by parliament, the truſtees to inveſt the money.

Proviſo for appointing new truſtees in the room of thoſe that die.

and *G. H.* ſhall happen, &c. then, &c. for the ſaid *D. E. F. G.* and *G. H.* or the ſurvivors, &c. and the executors or adminiſtrators of ſuch of them as ſhall be then dead, to name, &c. one, &c. in the room, &c. and ſo, &c. (*ut ſupra.*) *And it is hereby further agreed and declared* by, &c. all, &c. that when and ſo often as any new truſtee or truſtees ſhall be named in manner and for the purpoſes aforeſaid in the room and ſtead of any of the ſaid preſent or future truſtee or truſtees, then and ſo often the ſurviving truſtee or truſtees for the time being of the ſaid truſt-premiſſes, ſhall, at the coſts and charges of the ſaid *D. E. F. G* and *G. H.* or ſome of them, their or ſome of their, &c. transfer and make over the ſaid truſt *South-ſea* annuities, or ſo much thereof as ſhall be then remaining, ſo and in ſuch manner as that the ſame ſhall be legally and effectually veſted in the joint names of ſuch new truſtee or truſtees, and of ſuch ſurviving truſtee or truſtees, upon the truſts aforeſaid, and ſo from time to time, and as often as the like caſe ſhall happen. *And* the ſaid *D. E. F. G.* and *G. H.* do, &c. jointly and ſeverally covenant, &c. to and with the ſaid *L. M. N. O.* and *P.* their, &c. in manner, &c. That they the ſaid *D. E. F. G.* and *G. H.* or ſome or one, &c. their, &c. ſhall and will well and truly pay, &c. unto them the ſaid *G. H.* and *A.* his wife, or one of them, their, &c. the ſaid 600*l.* portion, (in caſe the ſame be really and juſtly due and payable) and alſo the accruing intereſt thereof, and all ſuch annuity or annuities as aforeſaid, as and when the ſame portion, intereſt and annuity or annuities ſhall reſpectively become due and payable, and the perſon or perſons intitled thereunto ſhall be capable legally and effectually to releaſe, diſcharge, and give receipts for the ſame; *And* and will in the mean time ſave, defend, keep harmleſs and indemnify them the ſaid *L. M.* &c. and each, &c. their, &c. aſſignees and truſtees and the ſaid purchaſed manors, &c. of, from and againſt the ſame portion, intereſt and annuity and annuities, and every of them, and every part thereof, and of, from and againſt all actions, and ſuits in law or equity, to be commenced, brought or proſecuted for or on account thereof, or any part thereof, and of, from and againſt all loſs, coſts, charges, damages and expences, which they the ſaid parties laſt named or any of them, their, &c. ſhall ſuſtain, expend or be put unto, for or by reaſon or means of the non-payment or not due payment of the ſaid portion, intereſt, and annuity or annuities, or any part thereof; *And alſo* ſhall and will yearly, once in every year during the aforeſaid truſt produce and ſhew forth unto them the ſaid purchaſers, or ſome or one of them, or ſome or one of their heirs or aſſigns, the receipts and diſcharges for the ſaid intereſt and annuity or annuities, as the ſame ſhall become due and be paid; and when and ſo ſoon as the ſaid 600*l.* portion ſhall be paid, or otherwiſe effectually releaſed and diſcharged, ſhall and will, at the coſts and charges of the ſaid purchaſers, or ſome or one of them, their, &c. deliver, or cauſe or procure to be delivered to him or them, one part of ſuch releaſe or diſcharge, in caſe the ſame can be procured; if not, then an atteſted copy of ſuch releaſe or diſcharge with a covenant to produce the ſame. *Provided always, and it is hereby agreed*, by and between all, &c. that in caſe the ſaid *G. H.* and *A.* his wife, or either of them, their, &c. ſhall at any time or times hereafter commence or bring any action or actions, ſuit or ſuits, at law or in equity, or by any other ways or means proceed againſt them the ſaid purchaſers

As often as there are new truſtees, the truſt to be transferred to them and the ſurviving truſtees.

The nieces and deviſees covenant to pay the monies charged on the premiſſes,

and in the mean time indemnify the purchaſers;

and yearly to produce receipts;

and to produce releaſes or copies, on diſcharge of the portion, &c.

The purchaſers to give notice if ſued.

rchaſers, their, &c. for the recovery of the ſaid 600*l.* portion, or any
t thereof, or the annuity or annuities ſo claimed or pretended to be
and payable to the ſaid *G. H.* and *A.* his wife, or either of them,
foreſaid, or for any other cauſe by reaſon of the premiſſes; then and
ſuch caſe, and ſo often as any ſuch action, ſuit or proceedings ſhall
commenced, brought or proſecuted, the ſaid purchaſers, their heirs
ſigns, or ſome of them, ſhall forthwith give or cauſe, &c. notice
reof in writing to the ſaid *D. E. F. G.* and *G. H.* ſome or, &c. their,
or to the ſaid *P. H.* and *R. S.* or one of them, or ſuch other per-
or perſons on whom the truſt of the ſaid *South-ſea* annuities ſhall
time to time devolve, as truſtees of and nominated by the ſaid
E. F. G. and *G. H.* their reſpective, &c. to the intent that they the
D. E. &c. their, &c. may appear to and defend, and they are
by impowered and authoriſed from time to time to appear and de-
all or any ſuch action, &c. for and in the names of them the ſaid
chaſers, their, &c. *And likewiſe it is agreed*, that they the ſaid
E. F. G. and *G. H.* and their reſpective executors, &c. ſhall and
, in the names of them the ſaid *L. M.* &c. their, &c. or any of
, bring, commence and carry on any ſuch croſs bill, action, or
or ſuits at law or in equity, againſt them the ſaid *G. H.* and *A.* his
, or either of them, their, &c. or any other perſon or perſons, as
ſel ſhall adviſe, to be made party or parties to ſuch ſuit, for or in
ect of the ſaid demands of the ſaid *G. H.* and *A.* his wife, or for
aſcertaining or ſettling the ſame, or any thing relating thereto, as
the ſaid *D. E. F. G.* and *G. H.* and their reſpective, &c. or their
y of their counſel, &c. ſhall adviſe; they the ſaid *L. M.* &c. and
r heirs, and the ſaid purchaſed premiſſes, being from time to time
nnified and kept harmleſs as aforeſaid. *In witneſs*, &c.

Power to defend,

or to ſue or bring croſs ſuits againſt the minor and his wife, &c.

Agreement that Part of Purchaſe-Money for Freehold and Copyhold Lands inveſted in South Sea *Annuities upon Truſt, ſhall ſtand as a collateral Security to the Purchaſer under a Will (a Feme Covert) until one of the Legatees, alſo a Feme Covert, (who by Order of her Huſband has refuſed) ſhall join in the Conveyance; in the mean Time the Dividends to be paid to her. After the Title confirmed the Annuities to be transferred to her Truſtees. And that as ſoon as the Executors of the Deviſor have proved the Will in Chancery, the Annuities to be transferred to them for her Uſe, &c.*

THIS *Indenture Quadripartite*, made, &c. *Between* *F. F.* of, &c. and *H. F.* his wife, of the firſt part, *B. B.* of, &c. widow, and *R.* of, &c. ſpinſter, (two of the ſix ſiſters and co-heirs of *D. R.* of, deceaſed) and *E. E.* of, &c. of the ſecond part, *K. K.* (wife of *R.* of, &c. and one of the ſiſters and co-heirs of the ſaid *D. R.*) of the rd part, and *G. G.* of, &c. and *L. L.* of, &c. of the fourth part. *hereas*, &c. *(Recital of* D. R.*'s will, whereby lands*, &c. *are deviſed to ſtees to be ſold, and the money to be divided amongſt ſix legatees, which is ved in the ſpiritual court. Agreement for the abſolute purchaſe of manors*, &c. *(by a wife with her ſeparate money, by conſent of her huſband) comprehending copyhold premiſſes, and a conveyance of the premiſſes by leaſe, releaſe and*

Recitals.

Legacies.

Purchaſe by a feme covert.

and fine, in purſuance of the agreement, by which the premiſſes are conveyed to truſtees for the feme covert, in which ſaid releaſe was a covenant to ſurrender the copyhold premiſſes.) *And whereas* the ſaid, &c. *(the legatees and their truſtees)* have all of them duly ſealed and executed the ſaid ſeveral recited indentures, and have alſo duly acknowledged the ſaid fine ſo covenanted to be levied as aforeſaid, and all of them the ſaid, &c. have likewiſe joined in ſurrendering the ſaid copyhold meſſuages, &c. to the uſe of the ſaid *F. F. G.* and *J. J.* their heirs and aſſigns, *upon the truſts* in the ſaid indenture of releaſe in that behalf agreed upon: *But* the ſaid *K. K.* and *J.* his wife, or either of them, have not, nor hath hitherto ſealed or executed the ſaid recited indentures, or acknowledged the aforeſaid fine, or ſurrendered or joined in ſurrendering the ſaid copyhold premiſſes, to the uſe of the ſaid truſtees of the ſaid *H. F.* upon the truſts aforeſaid; but the ſaid *K. K.* and by his order the ſaid *J.* his wife, have hitherto refuſed to ſeal and execute the ſaid indentures, or to acknowledge the ſaid fine, or to ſurrender or join in ſurrendering the ſaid copyhold premiſſes: And therefore at the deſire and requeſt of the ſaid *J. K.* (teſtified by her being a party to and her ſigning and ſealing of theſe preſents) it was agreed by and between all the ſaid parties hereto, upon ſuch refuſal of the ſaid *K. K.* as aforeſaid, that ſhe the ſaid *H. F.* ſhould only pay to the ſaid *B. B. C. R.* and *E. E.* the ſum of 20,000*l.* (in part of the 24,000*l.* purchaſe-money) which ſhe only paid accordingly, on the execution of the ſaid indentures, and that the ſum of 4000*l.* due of the ſaid 24,000*l.* being the ſixth part, ſhare and proportion of the ſaid *J. K.* of and in the ſaid 24,000*l.* purchaſe-money, ſhould be laid out in the purchaſe of annuities, to be transferred and to ſtand in the joint names of the ſaid *G. G. B. B. E. E.* and *L. L. Upon the truſts* and for the purpoſes, and ſubject to the agreements hereafter expreſſed and declared of and concerning the ſame. *And whereas*, in purſuance of the ſaid recited agreement, and at the deſire and requeſt of the ſaid *J. K.* the ſaid *B. B.* and *E. E.* have purchaſed, or procured to be purchaſed 3800*l.* *South-ſea* annuities, and for the ſaid ſum of 4000*l.* which is to be paid by the ſaid *H. F.* in full of the ſaid 24,000*l.* purchaſe-money; and the ſaid 3800*l.* *South-ſea* annuities are transferred, or are intended to be forthwith transferred in the transfer-books of the *South-ſea* company kept for that purpoſe, into the joint-names of the ſaid *G. G. B. B. E. E.* and *L. L.* upon the truſts, and for the purpoſes, and under and ſubject to the agreements herein after expreſſed and declared of and concerning the ſame: *Now thereſore this Indenture witneſſeth*, and it is hereby agreed and declared by, &c. all, &c. and it is the true intent and meaning of them, and of theſe preſents, that the ſaid 3800*l.* *South-ſea* annuities ſo purchaſed and transferred, or intended to be transferred into the joint-names of the ſaid *G. G.* &c. as aforeſaid, are transferred, or to be transferred, *Upon the Truſts* and for the purpoſes herein after mentioned and declared of and concerning the ſame; that is to ſay, in the firſt place, as a collateral ſecurity to the ſaid *F.* her, &c. againſt the ſaid *K. K.* and *J.* his wife, and each of them, their, &c. and all and every perſon and perſons whatſoever having or lawfully claiming, or which ſhall or may have, &c. any eſtate, &c.

All the legatees and their truſtees have executed the conveyances, except one of the legatees, who, by order of her huſband, and likewiſe himſelf, have refuſed.

But at her requeſt it was agreed between the parties, that one-ſixth of the purchaſe money, being her proper proportion, ſhould be laid out in *S. S.* annuities, upon truſts, and that the ſame has been laid out accordingly.

Agreement that they ſhall ſtand as a collateral ſecurity to the feme covert, purchaſer, againſt the baron and feme who have not joined, and all others.

, to or out of the ſaid purchaſed freehold and copyhold manors, c. or any part thereof, from, by or under, or in truſt for them, or ither or any of them. *And therefore it is hereby agreed and declared* y, &c. all, &c. that it ſhall and may be lawful to and for the ſaid . *G.* &c. (the ſaid truſtees for the ſaid annuities) their, &c. in the rſt place by ſale of the ſaid 3800*l. South-ſea* annuities, or a competent art thereof, to raiſe ſo much good, &c. money of, &c. as ſhall be fficient and neceſſary from time to time to reimburſe, pay and ſatisfy nto the ſaid *H. F.* her heirs, &c. and her ſaid truſtees, their, &c. ll ſuch ſum, &c. loſs, &c. whatſoever, as ſhe, they or any of them hall or may pay, &c. for or by reaſon or on account of the ſaid *K. K.* nd *J.* his wife, their not having ſealed and executed the aforeſaid in- entures, or their not having acknowledged, &c. or their not having oined in the aforeſaid ſurrender or otherwiſe howſoever, for or by rea- on or on account of any defect in the title to the part or ſhare of the id *J. K.* of, in and to the ſaid freehold and copyhold premiſſes or any art thereof, by reaſon of ſuch refuſal of the ſaid *K. K.* and *J* his wife aforeſaid, and ſhall and do pay and apply the ſaid monies when raiſed ccordingly; *And upon this further truſt*, That they the ſaid truſtees for he ſaid *South-ſea* annuities, their executors, &c. ſhall and do pay the early dividends and intereſt of the ſaid annuities, as the ſame ſhall ariſe id be received, unto the ſaid *J. K.* her executors, &c. or permit and uffer, or authoriſe and impower her or them to receive the ſame, to nd for her and their own uſe and benefit, for ſo long time as the ſaid . *F.* her heirs and aſſigns, or her ſaid truſtees, ſhall peaceably and uietly have, hold and enjoy the ſaid purchaſed freehold and copyhold remiſſes, and every part thereof, and ſhall be permitted to receive and ake the rents and profits thereof, and of every part thereof, without he let, &c. of the ſaid *K. K.* and *J.* his wife, or either or them, their, c. or of any other perſon or perſons whomſoever claiming, &c. from, y or under, or in truſt for them, or either of them: *And upon this urther truſt*, that when and ſo ſoon as the ſaid *K. K.* and *J.* his wife, r the ſaid *J.* alone (in caſe ſhe ſurvive the ſaid *K. K.* her now huſband) hall have duly ſealed and executed the ſaid ſeveral recited indentures, nd acknowledged the aforeſaid fine of the ſaid freehold premiſſes, and hall have ſurrendered, or joined in ſurrendering the part and ſhare of the ſaid *K. K.* of and in the ſaid copyhold premiſſes, in manner aforeſaid, r that the ſaid *K. K.* and *J.* his wife, or (after the deceaſe of the ſur- ivor of them) the heirs of her the ſaid *J.* ſhall, to the good liking and atisfaction of the ſaid *H. F.* and her ſaid truſtees, their, &c. or her or heir counſel, &c. legally and effectually convey, ſurrender and aſſure ll the part, ſhare, eſtate, right, title, truſt and intereſt of them the ſaid *K. K.* and *J.* his wife, and of each or either of them the ſaid *K. K.* and *J.* his wife, and of her heirs, of and in all and every the ſaid pur- chaſed freehold and copyhold premiſſes, manors, &c. unto and to the uſe of the ſaid truſtees of the ſaid *H. F.* their, &c. in truſt for her ſole and ſeparate uſe and benefit, and to be at her ſole and ſeparate diſpoſal, according to the purport, true intent and meaning of the ſaid recited indenture of releaſe; then they the ſaid truſtees for the ſaid *South ſea* annuities, their, &c. ſhall upon the requeſt, and at the coſts and charges of the ſaid truſtees and executors of the ſaid *D. R.* tranſfer, or cauſe, &c. the ſaid 3800*l. South-ſea* annuities, or ſo much thereof as ſhall be then

And that the truſtees may ſell to pay the purchaſer all loſſes, &c. occaſioned by the baron and feme's not joining.

And in the mean time to pay the dividends to the feme,

ſo long as the purchaſer peaceably enjoys the premiſſes.

Upon perfecting the title to the purchaſer,

the *S. S.* annuities to be tranſferred to the truſtees of the feme legatee.

then remaining unſold and undiſpoſed of, for the purpoſes aforeſaid, unto the ſaid truſtees and the executors of the ſaid *D. R.* or the ſurvivors or ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor, in truſt for her the ſaid *J. K.* or unto ſuch perſon or perſons as ſhe ſhall in that behalf, by writing under her hand, direct or appoint. *Provided always neverthelefs*, and it is hereby agreed and declared by, &c. all, &c, that in caſe and when and ſo ſoon as the ſaid truſtees and executors of the ſaid *D. R.* ſhall at their own coſts and charges, cauſe and procure the ſaid laſt will and teſtament to be duly proved in the high court of Chancery, in order to perpetuate the teſtimony of the witneſſes thereto, and ſhall cauſe the depoſitions of ſuch witneſſes to be duly filed and inrolled in the ſaid court, and ſhall deliver an office-copy of ſuch probate and depoſitions, and of the bill and anſwer previous thereto, unto the ſaid *H. F.* her, &c. or to her ſaid truſtees, or any of them; then and in ſuch caſe the ſaid truſtees for the ſaid *South-ſea* annuities, their executors, &c. ſhall upon the like requeſt, and at the like coſts and charges of the ſaid truſtees and executors of the ſaid *D. R.* transfer, or cauſe, &c. all the then remainder of the ſaid 3800*l.* *South-ſea* annuities, not ſold or diſpoſed of for the purpoſes aforeſaid, unto them the ſaid truſtees and executors of the ſaid *D. R.* or the ſurvivors or ſurvivor of them, or the executors or adminiſtrators of ſuch ſurvivor, in truſt for the ſaid *J. K.* or unto ſuch perſon or perſons as ſhe ſhall in that behalf, by writing, &c. appoint: *Which* 3800*l.* annuities, by agreement between all the ſaid parties to theſe preſents, are in that caſe to remain ſtanding in the books of the ſaid *South-ſea* company, in the joint names of the ſaid truſtees to the ſaid annuities, or the ſurvivors or ſurvivor of them, or the executors, &c. of ſuch ſurvivor, till ſuch time as the part and ſhare of the ſaid *J. K.* of and in the ſaid copyhold premiſſes, ſhall be legally and effectually ſurrendered and aſſured, according to the cuſtoms of the ſeveral manors whereof the ſame are reſpectively held, to the uſe of the ſaid truſtees of the ſaid *H. F.* their, &c. in truſt for her as aforeſaid, according to the purport and true intent and meaning of the ſaid indenture of releaſe, and the covenant therein contained for ſurrendering the ſame copyhold premiſſes; and after ſuch legal and effectual ſurrender ſhall be made, then the ſaid remaining annuities, or ſo much thereof as ſhall not have been ſold for and towards the indemnification of the ſaid *H. F.* her heirs or aſſigns, or her ſaid truſtees, as aforeſaid, ſhall thereupon at ſuch requeſt, coſts and charges as aforeſaid, be transferred to and in ſuch manner, as is herein before mentioned and agreed upon, with reſpect to the annuities laſt herein before agreed to be transferred as aforeſaid. *Provided, &c.* (*in caſe of redemption of ſaid annuity by parliament, the truſtees thereof to re inveſt the money as in the precedent next before this*, p. 144.) *In witneſs, &c.*

Agreement, that as ſoon as the executors and truſtees of *D. R.* prove his will in chancery, &c. the truſtees for the *S. S.* annuities ſhall transfer them to the ſaid executors and truſtees for the feme covert legatee, which are to remain in the company's books in the names of the truſtees for the ſaid annuities till *J. K.*'s ſhare of the copyhold premiſſes ſhall be ſurrendered.

And after ſuch ſurrender, the annuities to be transferred as laſt mentioned.

Another

nother, as to another Part of the ſame Perſon's Eſtate, both Freehold and Copyhold, purchaſed by the ſame Feme Covert of the Legatees Coheirs; and wherein, on a Baron and his Feme's refuſing to ſign the Purchaſe-Deeds, that a ſixth Part of the Purchaſe-Money belonging to her who refuſed to ſign, ſhe being one of the Legatees, &c. being paid into the Bank of England, *though the Note depoſited, ſhall be in Truſt till they have ſigned, or the Will be proved in Chancery, &c. and Copyhold Premiſſes ſurrendered, &c.*

THIS *Indenture*, &c. *Between B. B.* of, &c. widow, and *C. R.* of, &c. ſpinſter, (two of the ſiſters and co-heirs of *D. R.* bart. de-ſed) and *E. E.* of, &c. (which ſaid *B. B. C. R.* and *E. E.* are the ee truſtees and executors named in the laſt will and teſtament of ſaid *D. R.*) of the one part, and *F. F.* and *H.* his wife, and *L. L.* &c. of the other part. *Whereas*, &c. *(Recital of an agreement for purchaſe of part of* D. R.*'s eſtate by him deviſed to be ſold for the benefit his ſix ſiſters, and of copyhold which at his death deſcended to them as co-rs; conveyance by leaſe, releaſe, bargain and ſale, and fine accordingly de to truſtees for the ſaid* H. F. *a feme covert, with a covenant therein to render copyhold premiſſes.) And whereas* the ſaid *K. K.* and *J.* his e, *(two parties mentioned in the purchaſe-deeds)* have not hitherto ſeal-and executed the ſaid indentures of, &c. or acknowledged the ſaid , or ſurrendered or joined in ſurrendering the ſaid copyhold pre-es; *and therefore* by agreement between the ſaid *B. B. C. R. E. E. H. F.* ſhe the ſaid *H.* did only pay them down the ſum of 15,000*l.* rt of the ſaid 18,000*l.* purchaſe-money,) and by the like agreement the ſaid *H. F.* hath on the day of the date hereof paid the ſum of 00*l.* (reſidue of, &c.) being the ſixth part, ſhare and proportion of ſaid *J. K.* of and in the ſame, into the bank of *England*, for which governors and company of the bank of *England* have this day given nk or caſh note, ſigned by ——— (one of their caſhiers) for the ſum of 3000*l.* payable unto the ſaid *F. F. B. B. E. E.* and *L. L.* heir order, as by the ſaid note, now lodged in the hands of the ſaid *E.* may appear: *Now*, &c. and it is hereby agreed, &c. that the ſum of 3000*l.* ſo paid unto the ſaid bank of *England*, and the note en for the ſame, payable unto, &c. as aforeſaid, was ſo paid and de payable, *Upon the truſts*, and *Subject* to the agreements herein after tioned concerning the ſame; that is to ſay, *Upon truſt*, that the ſum of 3000*l.* or any part thereof, ſhall not (without the joint and ual conſent of all the ſaid four truſtees laſt named,) be received or d out of the ſaid bank of *England*, but ſhall remain lodged there upon aforeſaid note in their joint names as a depoſit or pledge, until either ſaid *K. K.* and *J.* his wife, ſhall duly ſeal and execute the aforeſaid eral indentures, and acknowledge the aforeſaid fine and ſurrender, or til the ſaid laſt will and teſtament of the ſaid *D R.* ſhall, at the coſt d charges of his ſaid truſtees and executors, or ſome of them, be eſta-ſhed againſt his heirs at law, and duly proved in the ſaid court of Chan-y, in order to perpetuate the teſtimony of the witneſs thereto, and t an office-copy from the inrolment of the bill, anſwer and depoſitions ſuch witneſs on ſuch probate, ſhall at the like coſts and charges as

Recitals of agreement for purchaſe, and of purchaſe-deeds.

A baron and feme, parties thereto, refuſed to ſign.

By agreement one-ſixth of the purchaſe-money is paid into the bank, and the bank note depoſited in a man's hands in truſt.

Declaration of the truſt to be a depoſit till huſband and wife execute the purchaſe-deeds, or the will be proved in chancery,

or an order or decree made for the diſpoſition thereof.

SECONDLY, Agreements concerning the conveying Eſtates for Lives or Years, and the letting, leaſing and aſſigning Houſes, &c. Lands, &c. and for Building, Repairing, Manuring, &c. the Premiſſes granted, or to be granted, and for aſſigning Stock in Trade, &c.

An Agreement for a Baron and Feme to make a Conveyance of the Feme's Eſtate for her Life, and for him in whom the Reverſion and Inheritance is, to convey the ſame to the ſame Purchaſer, with Covenants for other Perſons to join.

Articles of Agreement Quinquepartite, made, &c. *Between S. H.* of, &c. and *E.* his Wife, of the firſt Part, *E. F.* of, &c. of the ſecond Part, *R. A.* of, &c. of the third Part, *S. H.* of *C.* of, &c. and *E.* his Wife, only Daughter of the ſaid *R. A.* of the fourth Part, and *P. M.* of, &c. of the fifth Part, in Manner following, *viz.*

Baron and feme covenant to convey to purchaſer during the feme's life.

FIRST, the ſaid *S. H.* for himſelf and his heirs, executors and adminiſtrators, for the conſiderations herein after mentioned, doth covenant, promiſe and agree, to and with the ſaid *P. M.* his heirs and aſſigns by theſe preſents, that he the firſt named *S. H.* and *E.* his wife, and all and every other perſon or perſons having or claiming to have or claim, or which ever had any eſtate or intereſt, in or to the lands or tenements herein after mentioned, or any part thereof, from, by or under the ſame *S. H.* and *E.* his wife, or either of them, ſhall and will before, &c. at and on the requeſt of the ſaid *P. M.* his heirs or aſſigns, and at his or their coſts and charges in the law, well and ſufficiently, and by ſuch conveyance and aſſurance, and with ſuch title as ſhall be approved of by the counſel in the law of the ſaid *P. M.* his heirs or aſſigns, convey and aſſure to the ſaid *P. M.* his heirs and aſſigns, or unto ſuch other perſon or perſons as he or they ſhall for that purpoſe nominate or appoint, all thoſe cloſes, &c. *To have and to hold* all and ſingular the ſaid, &c. unto the ſaid *P. M.* his heirs and aſſigns, or to ſuch other perſon or perſons as he or they ſhall for that purpoſe nominate, and to their heirs, for and during the natural life of the ſaid *E.* the wife of the ſaid firſt named *S. H.* *Alſo* the ſaid *P. M.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, &c. *(to pay to the ſaid baron and feme their purchaſe-money, in the uſual form ;)* *Alſo* the ſaid *E. F.* for himſelf, &c. doth covenant, &c. to and with the ſaid *P. M.* his, &c. by, &c. that the ſaid *E. F.* and his heirs, and all and every other perſon, &c. having, &c. or which ever had the ſaid cloſes, &c. and other the before mentioned hereditaments and premiſſes, or any part thereof, either in poſſeſſion, reverſion, remainder or expectancy, from, by or under, or in truſt for him the ſaid *E. F.* his heirs or aſſigns, or any of them, ſhall and will before, &c. at and upon the requeſt of the ſaid *P. M.* his heirs or aſſigns, at his or their coſts, &c. well, &c. convey and aſſure unto the ſaid *P. M.* his, &c. or to ſuch other perſon,

His covenant to pay that purchaſe-money.

E. F. covenants to convey the reverſion in fee to the ſame purchaſer.

on, &c. all the reverſion and inheritance in fee-ſimple, of all and ſingular the before mentioned cloſes, &c. expectant upon the death of the ſaid *E.* the wife of the firſt named *S. H.* if the ſame *E.* ſhall be then living, or in caſe ſhe the ſame *E.* ſhall then be dead, the freehold and inheritance in fee-ſimple of all and ſingular the premiſſes, *To have and to hold* the ſame unto the ſaid *P. M.* his heirs and aſſigns for ever, or unto ſuch other, &c. and to their heirs and aſſigns for ever: *Alſo* the ſaid *P. M.* for himſelf, &c. doth covenant, &c. to and with the ſaid *E. F.* his heirs, &c. that he the ſaid *P. M.* his, &c. ſhall and will upon the execution of ſuch the laſt mentioned conveyances and aſſurances of the reverſion and inheritance of the ſaid premiſſes (in caſe the ſaid *E.* the wife of the firſt named *S H.* ſhall be living at the time of executing the ſame, and in conſideration thereof, well, &c. pay, &c. unto the ſaid *E. F.* his, &c. the ſum of, &c. or in caſe the ſame *E.* ſhall happen to die before the execution of the ſaid conveyances and aſſurances of the ſaid reverſion and inheritance of the ſaid premiſſes, then the ſaid *P. M.* his heirs, &c. ſhall and will upon the execution of ſuch the laſt mentioned conveyances and aſſurances of the freehold and inheritance of the ſaid premiſſes, and in conſideration thereof, well, &c. unto the ſaid *E. F.* his, &c. the ſum of, &c. *Alſo* the ſaid *R. A* for and in conſideration of the ſum of 5*l.* of, &c to him, &c. by the ſaid *P. M.* doth for himſelf, &c. covenant, &c. to and with the ſaid *P. M.* his heirs and aſſigns, and alſo to and with the ſaid firſt named *S. H.* his executors and adminiſtrators, by, &c. that he the ſaid *R. A.* and dame *E.* his wife, and the heirs of the ſaid *R. A.* ſhall and will for the better conveying and aſſuring the ſaid lands, &c. unto the ſaid *P. M.* his, &c. at the coſts, &c. join in and execute all and every, or any the conveyances or aſſurances before mentioned, freed and diſcharged of and from all eſtates, charges, titles and incumbrances whatſoever, had, made, done or committed by the ſaid *R. A.* and his anceſtors, or any of them, or by any other perſon, &c. claiming, &c. other than and except an eſtate for life of the ſaid *E. H.* firſt named, of and in the premiſſes; an eſtate of inheritance in fee-ſimple, of and in the premiſſes heretofore conveyed or agreed to be conveyed unto the ſaid *E. F.* his, &c. or unto ſome other perſon or perſons in truſt for him and them, and alſo one indenture of leaſe, &c. always excepted and foreprized; *Alſo* the ſaid *S. H.* of *C.* for himſelf, his, &c. doth covenant, &c. to and with the ſaid *P. M.* his, &c. that the ſame *S. H.* and *E.* his wife, ſhall and will for the better conveying the premiſſes, as aforeſaid, at the requeſt and coſts of the ſaid *P. M.* his, &c. join in and execute all and every the ſaid conveyances and aſſurances afore mentioned, or any of them. *And laſtly*, it is mutually agreed and declared to be the true intent and meaning of theſe preſents, and the parties hereunto, that if it ſhall happen that any of them the ſaid *S. H.* firſt named, and *E.* his wife, *E. F.* *R. A.* and ſame *E.* his wife, their heirs, executors or adminiſtrators, ſhall neglect to perform his or their parts of the covenants and agreements herein contained, that then and in any ſuch caſe, the ſaid *P. M.* his heirs, executors and adminiſtrators, or any of them, ſhall not be hereby obliged to perform his and their covenants herein contained, or any of them, but ſhall, if he ſhall think fit, be abſolutely diſcharged of the ſame. *In witneſs*, &c.

The purchaſers covenant to pay *E. F.* according as the tenants for life ſhall be living or dead, on conveying the inheritance.

R. A. covenants to the purchaſer and to the huſband of tenant for life, that he and his wife and his heirs, will join in the ſaid conveyance.

S. H. of *C.* covenants with the purchaſer, that he and his wife will join.

Agreement that the purchaſer, if other parties do not perform their covenants, ſhall not be obliged to perform his.

A ſhort

A ſhort Agreement for letting a Houſe for one Year certain, and for ſuch further Time as both Parties ſhall agree.

Agreed the, &c. *Between* *J. B.* of —— of the one Part, and *J. P.* of —— of the other Part, as followeth, *viz.*

THE ſaid *J. B.* doth let unto the ſaid *J. P.* and he takes all that, &c. for one year from —— and for ſuch longer time after the expiration of the ſaid one year, as both the ſaid parties ſhall agree, and until the end of three months after notice ſhall be given by either of the ſaid parties to the other of them for leaving the ſaid premiſſes, at and for the yearly rent of —— *l.* lawfully, &c. to be paid quarterly on the four uſual feaſts or quarter-days in the year, *viz.* on, &c. by even and equal portions, *Which* ſaid yearly rent the ſaid *J. P.* doth hereby for himſelf, his executors and adminiſtrators, covenant and agree to pay to the ſaid *J. B.* *(if freehold ſay)* and his heirs *(but if otherwiſe ſay)* executors adminiſtrators and aſſigns, accordingly, for ſo long time as he ſhall hold and enjoy the ſaid premiſſes as aforeſaid, and until the end of the ſaid three months next after notice ſhall be given by either of the ſaid parties to the other of them, for leaving the ſaid premiſſes, as aforeſaid. *In witneſs*, &c.

The like, whereby the Tenant is to have the Uſe of Goods mentioned in a Schedule, with Power for the Landlord to enter, view and repair, and to remove Work-Benches, &c. out of the Garret, with a Covenant for the Tenant to pay for Goods in the Parlour, which the Landlord is to have on repaying the Money at the end of the Term, and both to be at equal Charge in emptying Vaults.

Demiſe. MEMORANDUM, It is hereby covenanted and agreed *Between* *T. L.* of *L.* goldſmith, and *J. F.* of *L.* —— in manner following, (*viz.*) The ſaid *T. L.* doth hereby demiſe and let unto the ſaid *J. F.* all that his tenement with its appurtenances, ſituate, &c. together with the uſe (but not the property) of the goods and things in the ſchedule hereunder written mentioned, (except as herein after is excepted, and as the ſaid premiſſes are now in the occupation of the ſaid *J. P.*

Except, &c. *Except* and always reſerved unto the ſaid *T. L.* and all other perſons who have a legal right thereto, a power to enter and come into and upon the ſaid tenement at all ſeaſonable times, to view and do the repairs thereof when wanting; *And alſo except* free liberty for the ſaid *T. L.* or his aſſigns, at any time to remove and carry away from the garret in the ſaid tenement, the following things, *viz.* one pair of bellows, tuiron and diſh thereto belonging, and two planks or work-boards with their feet or legs ſtanding at the windows there, (being part of the goods mentioned in the ſchedule here underwritten;)

Habendum. *To hold* the ſaid tenement and goods (except as aforeſaid) unto the ſaid *J. F.* from *Midſummer* laſt paſt for one year certain, and from the end of the ſaid one year, then ſo and during ſuch further term or terms, as they the parties hereto ſhall mutually

mutually agree. *Provided*, and ſo as that on either of the ſaid parties giving unto the other half a year's warning in writing, then theſe preſents to be void; *Yielding and paying* therefore yearly, *And* the ſaid *J. F.* for himſelf, his executors and adminiſtrators, doth hereby covenant to and with the ſaid *T. L.* his executors and aſſigns, in manner following, *viz.* That he the ſaid *J. F.* during the continuance of this demiſe, ſhall yearly well and truly pay unto the ſaid *T. L.* his executors or aſſigns, the yearly rent or ſum of 13*l.* of, &c. on the four uſual quarter-days following, *viz. Michaelmas-day*, *Chriſtmas-day*, *Lady-day*, and *Midſummer-day*, by four equal portions; the firſt of which quarterly payments to begin and be made within 14 days next after *Michaelmas-day* now next, and all the ſaid quarterly payments to be made at fartheſt within 14 days next after every of the ſaid quarter days during this demiſe, and that free and clear of and from all manner of taxes, tithes, pariſh rates and duties whatſoever, (the land and trophy-tax only excepted;) *And alſo* that he the ſaid *J. F.* ſhall forthwith pay unto the ſaid *T. L.* for the things following, now in the parlour of the ſaid tenement, *viz.* one, &c. the ſum of 12*s.* 6*d.* *And alſo*, that the ſaid *J. F.* ſhall pay one half part of the charge of emptying the vault belonging to the ſaid tenement, as often as emptied; and alſo at the expiration of this demiſe, ſhall peaceably and quietly ſurrender and yield up to the ſaid *T. L.* his executors or aſſigns, the ſaid hereby demiſed tenement, together with all and ſingular the goods and things in the ſaid ſchedule hereunder written, mentioned and ſpecified, and that in as good condition as the ſame now are, (reaſonable uſe and wearing thereof in the mean time only excepted;) *And* the ſaid *T. L.* for himſelf, his executors and aſſigns, doth hereby covenant to and with the ſaid *J. F.* his executors and adminiſtrators, in manner following, *viz.* That he the ſaid *T. L.* his executors or aſſigns, on the determination of this demiſe, ſhall pay or allow to the ſaid *J. F.* the ſaid ſum of 12*s.* 6*d.* ſo by him ſaid for the ſaid goods and things in the parlour aforeſaid; and laſtly, that the ſaid *J. F.* (paying the ſaid rent in manner, and according to the reſervation thereof, as aforeſaid, and alſo performing the covenants herein contained on his part to be performed,) ſhall and may peaceably and quietly hold and enjoy the ſaid hereby demiſed premiſſes, during the term aforeſaid, and that without any let, interruption or diſturbance of the ſaid *T. L.* or his aſſigns, or any perſon claiming under, or by or through him, their, or any of their act, neglect, default or procurement. *In witneſs*, &c.

Warning.

Reddendum, and covenant to pay rent and taxes, except, &c.

Covenant to pay for goods in the parlour, and to bear half charge of emptying the vault, and ſurrender premiſſes and goods at the end of the term.

Landlord covenants to repay tenant ſo goods in the parlour.

Peaceable enjoyment.

The

The Schedule to which the above mentioned Agreement refers, viz. In the Garret, &c. *See* Title *Inventory*.

An Agreement (reciting a Houſe, Gardens, &c. with the Furniture, &c. being let) that the Tenant paying the Rent, ſhall quit the Premiſſes without a Month's Warning; that he ſhall keep in good Order the Goods, Furniture and Garden, and that the Landlord ſhall be at Liberty to view the ſame, &c.

Articles, &c. *Between A. B.* of, &c. and *C. D.* of, &c.

Recital of a houſe, &c. with the furniture, &c. being let.

WHEREAS the ſaid *A. B.* hath on the day of the date hereof let and ſet unto the ſaid *C. D. All* that that the ſaid *A. B.*'s manſion houſe, &c. with the uſe of all the houſe and furniture, hou ornaments, houſehold goods, implements and conveniencies of houſehol ſtable furniture and ſtable implements, and other tools, implement and conveniencies in and about other the ſaid out-houſes, and all ga den furniture, garden tools and implements of gardening, the ſame now are in, about and belonging to the ſaid houſe, kitchen, cell and other offices, ſtables and other out-houſes and gardens, all whic are particularly mentioned, expreſſed, ſet down and deſcribed in an in ventory contained in —— leaves of paper, ſtitched together and writ on both ſides of the leaf, and ſigned on the laſt written ſide thereof both by the ſaid *A. B.* and *C. D.* intitled, an inventory of, &c. *To hol* from henceforth until the, &c. now next enſuing, *At* the yearly ren of, &c. payable as hereafter is mentioned; and from thenceforth *to b held* from year to year ſo long as it ſhall pleaſe both parties, at th yearly rent of, &c. payable as is alſo hereafter mentioned: *Now* it i hereby covenanted and agreed by and between the ſaid *A. B.* and *C. D.* in manner following; that is to ſay, *Firſt of all*, the ſaid *A. B.* doth hereby for himſelf, &c. covenant, &c. with the ſaid *C. D.* his, &c. that he the ſaid *C. D.* his, &c. duly paying the rents before mentioned, and performing the covenants and agreements on his and their parts, ac cording to the true intent and meaning of theſe preſents, ſhall not by him the ſaid *A. B.* his, &c. or by any of his or their acts and means be obliged to quit, leave or yield up the poſſeſſion of the ſaid houſe and premiſſes ſo let and ſet as aforeſaid, or any part thereof, at the ſaid feaſt-day of —— now next enſuing, or at any ſucceeding feaſt-days or other time afterwards, unleſs notice for that purpoſe in writing under the hand or hands of the ſaid *A. B.* his, &c. or of his or their known agent for receipt of the before mentioned rent or rents, ſhall be given to, or at the ſaid houſe left for the ſaid *C. D.* his, &c. —— months before the ſaid feaſt-day, or ſome ſuch ſucceeding feaſt-day, when by ſuch notice he or they ſhall be required or warned to quit, leave, or yield up ſuch poſſeſſion as aforeſaid: (*Covenants concerning repairs of the houſe, &c. and paying rent as uſual, and then the tenant thus*) *And* in all things and in every reſpect, at his and their own proper coſts and charges, take a due care towards preſerving, keeping whole

Covenant that the tenant paying the rent, &c. ſhall not be obliged to quit poſſeſſion, without warning.

Uſual covenants.

whole and clean, and in good order and condition, all and ſingular the goods and things in the ſaid inventory mentioned; *And alſo* keep up and preſerve in good order and condition, the gardens and garden-grounds, orchard and orchard-grounds to the ſaid houſe belonging, in the ſame order and form as the ſame now are, and the ſeveral walls, trees, greens, plants and plantations therein and thereto appertaining, and the fences about the ſame, and about the fields or incloſures aforeſaid, by doing or cauſing or procuring to be done, at proper and ſeaſonable times in the year, all work neceſſary thereto, and in particular ſuch as ſhall be neceſſary to the preſerving, cheriſhing and encouraging of the fruit-trees, and other trees of ſhade, ſhelter, ornament and profit, planted and now growing therein and thereabout, and thereto belonging, and to the due, orderly and ſeaſonably manuring, cultivating and cropping of all ſuch of the ſaid garden-ground as is now laid out and uſed for garden ornaments, and yearly crops for the ſupply of the houſe and kitchen; *And* permit and ſuffer him the ſaid *A. B.* his heirs, &c. or his or their known agent as aforeſaid, with workmen or without, at all ſeaſonable times in the day-time to have entrance into the ſaid houſe and premiſſes, to view and examine the ſtate and condition of the ſame. (*Covenant to ſurrender on notice as aforeſaid, in ſuch good order and condition, &c.*) *In witneſs*, &c.

The tenant covenants to keep in good order the furniture and garden.

Liberty to view the ſame.

An Agreement for letting two Houſes, to be joined into one, by ſeveral on behalf of themſelves and two Infants, during their Minority, whereby the Rent is to be paid to a Receiver appointed by the Chancery; the Tenant to repair, &c. with Agreements concerning quitting Premiſſes when the Infants are of Age, or ſtaying, and rebuilding the Party Wall between the two Houſes, &c.

Articles, &c. *Between M. L.* of, &c. and *A.* his Wife, *E. B.* of, &c. Spinſter, *M. B.* of, &c. Spinſter, and *J. B.* of, &c. Spinſter, (now an Infant) and *A. J.* of, &c. Gent. of the one Part, and *W. C.* of, &c. Malt-Diſtiller, of the other Part, in Manner as follows, (that is to ſay,)

WHEREAS, &c. (*Recital of an order in Chancery, for a Maſter to appoint a receiver of rents who ſhould give ſecurity to account. Appointment made and ſecurity given by* A. J.) And he the ſaid *A. J.* by virtue of the ſaid order, now is receiver of the rents of the ſaid premiſſes, and is ſo to continue until ſuch time as the ſaid *J.* and *M. B.* (now infants) ſhall attain to their ſeveral ages of 21 years, which will be about four years and an half hence: *And whereas* the ſaid *A. L.* and *E. B.* having attained their ſeveral ages of 21 years, and being now intitled to the premiſſes of and in the ſaid real eſtate, he the ſaid *W. C.* hath agreed to take from them a leaſe of the two meſſuages or tenements herein after mentioned (being part of the ſaid real eſtate late of the ſaid *J. B.*) at ſuch yearly rent, and with and under ſuch covenants and agreements, and in manner herein after mentioned and expreſſed; *Now theſe*

A J. receiver of rents for four years and an half, at which time *J.* and *M. B.* will be of age.

Agreement to take a leaſe for that term.

In consideration of repairs and rent, *M. L.* and *A.* his wife, and *E. B.* on their and *J.* and *M. B.* infants behalfs, grant parcels. Liberty.

these presents witness, That in consideration the said *W. C.* hath agreed forthwith out of his own proper money to disburse and lay out the sum of 50*l.* and upwards, in the repairing and making good improvements on the said two messuages or tenements and premisses, and also in consideration of the yearly rent, covenants and agreements herein after reserved and contained on the part and behalf of the said *W. C.* his, &c. to be paid and performed, they the said *M. L.* and *A.* his wife, and *E. B.* as well for and in behalf of themselves, as also on behalf of the said *J.* and *M. B.* the infants, *Have*, and each and every of them *hath* and by these presents *do*, and each and every of them *doth* demise, lease and to farm let unto the said *W. C.* *all* those two messuages, &c. estate, &c. and as the same late were in the occupation of *T. M.* and now the said *W. C.* together with all edifices, &c. together with full and free liberty for him the said *W. C.* his, &c. at his and their charge, to pull and take down the party-wall now standing between the said two messuages or tenements, and to lay the same into one intire messuage, and also to make such other several alterations and conveniencies therein for the trade of a distiller, in such manner as he or they shall at any time think fit, during the term hereby demised (except and always reserved unto the said *M. L.* and *A.* his wife, *E. B. J.* and *M. B.* and their assigns, at any seasonable time or times, during the continuance of the demise, free liberty to come into or upon all or any part of the hereby demised premisses, to view the repairs thereof, and to give and leave notice for the necessary repairing and amending the same;) *To have and to hold* the said messuages or tenements hereby, and all and singular other the herein before mentioned and intended to be hereby demised premisses, with their appurtenances, unto the said *W. C.* his, &c. from, &c. for and during, &c. of four years and an half, from thence, &c. *Yielding and paying* therefore yearly and every year, during the said term, unto the said *A. J.* or such other person or persons as shall be appointed receiver of the rents of the said premisses, in trust nevertheless for the above named *M. L. A.* his wife *E. B. J. E.* their heirs and assigns, the yearly rent or sum of 60*l.* of, &c. on, &c. *Ad*, &c. (*Covenants*, viz. *for the tenant to pay the rent to the receiver, and to lay out the* 50*l.* *on repairs and alterations, and produce proper vouchers for the same, to keep the same in repair, that he shall peaceably enjoy. Proviso re-entry*, &c. See Tit: *Covenants* and *Leases*.) *And lastly*, it is hereby mutually covenanted, agreed and declared by and between all and every the parties hereunto, for themselves and for their respective executors and administrators, and the true intent and meaning of them and these presents is and are, that in case after the expiration of the said hereby demised term of four years and an half, that he the said *W. C.* his executors, administrators and assigns, shall think fit to continue tenant of and in the said hereby leased premisses, and that they the said *M. L. A.* his wife, *E. B*, *M. B.* and *J. B.* or any of them, shall from thenceforth raise any further increase of rent for the said premisses over and above the said present yearly rent of 60*l.* reserved for the same aforesaid, and that he the said *W. C.* his executors or assigns, on raising of such rent shall think fit to quit the premisses; then and in such case he the said *W. C.* his executors, administrators and assigns, shall not at his or their charge be obliged to new build the said party-wall so to be by him pulled down, or to make good any of the alterations and conveniencies

Exception as to view.

Habend.

Reddend. to the receiver.

Agreement, that if the tenant continues after the end of the four years and an half, the rent to be raised, but he may quit the same without making good the alterations.

ntemencies to be by him and them made in the ſaid hereby demiſed miſſes as aforeſaid; *But* in caſe at the end of the ſaid term of four rs and an half, the ſaid *W. C.* his executors, adminiſtrators or aſ- ns, (if ſo required) ſhall refuſe to take a further term of years in the d hereby leaſed premiſſes, at and under the ſaid yearly rent of 60*l.* d with and under ſuch covenants, conditions and agreements as are rein before reſerved and contained, and that he the ſaid *W. C.* his exe- tors, adminiſtrators or aſſigns, at the end of the ſaid term of four rs and an half, of his or their own free will ſhall then voluntarily quit d leave the ſaid hereby demiſed premiſſes; then and in ſuch caſe (but otherwiſe) he the ſaid *W. C.* his executors, adminiſtrators and aſ- ns (if ſo required) ſhall and will at his and their own proper coſts and rges, in a good and ſubſtantial and workman-like manner, re-build well the ſaid party-wall, as alſo make good all ſuch alterations as ſhall by him or them made of or in the ſaid premiſſes as aforeſaid. *In wit-* ſ, &c.

But if he refuſes a further leaſe at the ſame rent, he ſhall make good ſuch alterations.

rdians Conſent and Approbation to be indorſed, they not having joined in the above Articles.

Dame *E. J.* (guardian to the within named *J. B.* an infant) and I *M. B.* (widow, guardian to the within named *M. B.* alſo an infant) ing peruſed the within written leaſe, made from the within named rs to the within named *W. C.* of the meſſuages and premiſſes within miſed in manner as within expreſſed; *And we* the ſaid guardians, ceiving the ſame to be an improvement of the premiſſes, and that the e will be for the benefit and advantage as well of the ſaid leſſors as of the ſaid infants, (for and on the behalf of the ſaid infants only) hereby, as far as in us lies, conſent to and approve of the ſaid leaſe made to the ſaid *W. C.* in manner as within is mentioned and expreſſ- *As witneſs*, our hands the —— day of, &c.

reement for letting the Tap-Houſe of an Inn, and the Uſe of Drinking Rooms; and as to the Tapſter being alſo Chamberlain.

THIS *Indenture*, &c. *Between R. H.* of, &c. innkeeper, of the one part, and *W. W.* of the ſame place, yeoman, of the other part. *hereas* the ſaid *R. H.* has agreed to let the tap of the ſaid inn to the d *W. W. Now this Indenture witneſſeth*, That the ſaid *R. H.* in conſi- ration of the rent or annual ſum of money hereafter mentioned to be id by the ſaid *W. W.* and of the covenants, conditions and agreements the part and behalf of the ſaid *W. W.* to be done, kept and perform- *Does* grant, ſet and to farm let, unto the ſaid *W. W.* the uſe of the houſe and all other drinking-rooms of, in and belonging to the inn the ſaid *R. H.* commonly called, &c. in, &c. for the vending and ling of all ſorts of liquors, tobacco, bread, cheeſe and butter, but other ſort of victuals whatſoever; nor is, nor are the ſaid *W. W.* his ecutors, &c. to ſell any bread, cheeſe, or butter in the kitchen or ning-room of the ſaid inn; nor is, nor are he or they to ſell any coffee,

Leaſe of tap-houſe and uſe of drinking rooms.

What to be ſold by the tenant, or no

coffee, tea or chocolate in any part of the ſaid inn, but the ſaid *R. H.* his executors, adminiſtrators or aſſigns only ſhall be at liberty to ſell the ſame: *To hold* the ſaid tap-houſe and drinking rooms for the uſes aforeſaid, unto the ſaid *W. W.* his executors, &c. at the will of both parties, at and under the yearly rent hereafter mentioned. *Provided nevertheleſs*, That if the ſaid *W. W.* his executors or adminiſtrators be mindful to quit the ſaid premiſſes at any time, or if the ſaid *R. H.* his executors, adminiſtrators or aſſigns, be mindful that he ſhall quit the ſame as aforeſaid, then and in either of the ſaid caſes a quarter's warning ſhall be given in writing by the party who is ſo mindful that the ſaid premiſſes ſhall be quitted as aforeſaid; *Alſo* that the ſaid *W. W.* in conſideration of the ſaid *R. H.*'s letting to him the ſaid premiſſes for the uſes aforeſaid, does hereby for himſelf, his executors or adminiſtrators, covenant, promiſe and agree to pay to the ſaid *R. H.* his executors, adminiſtrators or aſſigns, the yearly rent of 90*l.* of, &c. the ſame to be made by quarterly payments, to wit, 22*l.* 10*s.* on the fourth of *March*; 22*l.* 10*s.* on the fourth of *June*; 22*l.* 10*s.* on the fourth of *September*; and 22*l.* 10*s.* on the fourth of *December*, yearly or within one week after any of the ſaid days; the firſt payment to be made on the fourth day of *March* next enſuing the date hereof; *Alſo* the ſaid *R. H.* does covenant and agree for himſelf, &c. that he the ſaid *R. H.* his, &c. ſhall and will find and provide a dinner every day for the ſaid *W. W.* and his wife during the continuance of the ſaid *W. W.* as tenant or farmer of the tap as aforeſaid, and ſhall find, provide and give to the ſaid *W W.* half a chaldron of coals yearly and every year, in conſideration of hot coals to be taken out of the tap houſe (by the ſaid *W. W.* ſo long as he ſhall continue to be chamberlain in the ſaid inn, or by any other perſon who ſhall be chamberlain during the continuance of his being tapſter or farmer of the tap as aforeſaid) as neceſſity ſhall require: *And* the ſaid *W. W.* does hereby for himſelf, &c. covenant and agree to and with the ſaid *R. H.* his, &c. that he the ſaid *W. W.* ſhall and will take and buy all ſuch common beer from the ſtore-cellar of the brewer who now ſerves and has lately ſerved the ſaid *R. H.* or of ſuch other brewer as the ſaid *R. H.* his, &c. ſhall appoint, in no leſs quantity than four butts, nor in any greater quantity than eight butts; and ſhall likewiſe buy his brandy and rum of Mr. *H.* as long as he uſes him well; and ſhall find and provide all the coals (except thoſe before mentioned) and candles, which ſhall be uſed in all the drinking rooms of the ſaid inn, unleſs thoſe to be uſed in the kitchen and bar, which the ſaid *R. H.* ſhall find; and that he the ſaid *W. W.* ſhall keep the drinking-rooms clean, and lay the table-cloth, clean the knives, and attend the table of the ſaid *R. H.* or find a proper perſon to do the ſame, and ſhall find knives, forks, plates, table-linen, and other uſual utenſils to be uſed in the tap-houſe, and ſhall not take any thing out of the kitchen or bar without the leave of the ſaid *R. H.* or whoſoever elſe he ſhall appoint, and ſhall leave the tap-houſe goods belonging to the ſaid *R. H.* in the ſame condition as they now are, moderate wear excepted; and that whenſoever the ſaid *R. H.* ſhall be mindful to make the preſent tap-houſe into a coach-houſe, or other place of conveniency, and to make any other drinking-room into a tap-houſe, he ſhall be at liberty ſo to do: and that whenſoever the ſaid *W. W.* quits the tap, the ſaid *R. H.* ſhall not be obliged to take any liquors but ſuch as are good and vendible; and that the ſaid *W. W.*

Warning.

Covenant to pay the rent at ſeveral pay ments.

Landlord to find the tenant and his wife a dinner every day, and find half a chaldron of coals *per annum* for the uſe of the chamberlain.

Where the tapſter is to buy his common beer, and in what quantity; and his brandy and rum.

To find coals and candles in the drinking rooms.

Cleaning rooms, &c. Attending table.

Finding utenſils in the tap-houſe, &c.

Liberty to change the tap-houſe.

Quitting premiſſes.

ſhall

l pay for and renew, as often as requiſite, the wine and beer licences: Renewing licences.
the ſaid *R. H.* agrees, that he will deduct ſo much as ſhall be paid
hem out of the next rent which ſhall be due: *And whereas* the ſaid The tapſter likewiſe to be chamberlain.
H. agrees that the ſaid *W. W.* ſhall likewiſe continue and be cham-
ain of the ſaid inn, and for that purpoſe the ſaid *R. H.* has delivered
im 40 pair of ſheets, 45 pillow-caſes, 36 napkins, and four caps, Linen delivered him.
towels, 20 pewter chamber-pots, ſix earthen ones, and 12 baſons;
eceipt whereof the ſaid *W. W.* hereby acknowledges. *And this In-* Covenant to account for the ſame.
ure further witneſſeth, that the ſaid *W. W.* for himſelf, &c. does co-
nt and agree, that he will render to the ſaid *R. H.* a juſt and true
unt of the ſame, whenſoever and as often as he ſhall be thereto re-
d; and ſhall find and provide bruſhes, brooms and mops, and keep What chamberlain is to find.
odging rooms, beds and galleries clean, and find candles to all the
ng rooms, or find a proper perſon to do the ſame, and ſhall not re-
any perſon a lodging who is able and willing to pay 6*d.* a night for Who to lodge.
, without the ſaid *R. H.*'s conſent, nor ſhall admit of any lodger
6*d.* a night without the ſaid *R. H.*'s conſent; and if ſuch lodger
clean ſheets, then he ſhall pay 1*s.* for the firſt night, and 6*d.* for
night afterwards, ſo long as he or ſhe continues in ſuch lodging;
he ſaid *W. W.* ſhall bring in an account to the ſaid *R. H.* every Time of accounting.
ing at nine o'clock, of every lodger in the ſaid inn, and ſhall account
d pay to the ſaid *R. H.* the money received for lodging every
y morning; and that if the ſaid *W. W.* ſhall conceal a lodger, Forfeitures for concealing lodgers.
all forfeit and pay to the ſaid *R. H.* for the firſt offence one
a, for the ſecond offence two guineas, and ſo on a guinea
for every further offence, and ſhall not demand any money Wages.
ages for being chamberlain; and if the ſaid *W. W.* has a
to leave off being chamberlain, or the ſaid *R. H.* ſhall de-
to quit him from being chamberlain, then either party ſhall
liberty ſo to do upon giving the other a month's warning in Warning.
g. *And* the ſaid *R. H.* does agree to allow the ſaid *W. W.* Profits of the chamberlain.
e the profits of ſelling and finding faggots and bruſhes, and of
g gentlemen's linen waſhed, and will find the man who the ſaid Allowance to his man.
W. ſhall find to officiate as chamberlain, breakfaſt, dinner and lodg-
In witneſs, &c.

Another Agreement for letting a Tap.

les, &c. *Between A. A.* of, &c. and *G. C.* of the one Part, and
G. of, &c. of the other Part, in Manner and Form following,
at is to ſay,

is agreed by and between the ſaid parties, and the ſaid *A. A.* Landlords accept a tapſter,
and *G. C.* for divers good cauſes and conſiderations hereafter ex-
ed, on the day of the date hereof have accepted, entertained
taken the ſaid *W. G.* as their tapſter, to draw, utter, ſell and
to ſale all ſuch beer and ale as ſhall be uttered and ſold within
meſſuage, tenement or inn, ſituate and being in, &c. called
nown by the name or ſign of, &c. and which be uttered and
ſold

sold thereout and fetched therefrom, for and during such time and term as the said parties to these presents shall like and approve of each other. *And* the said *A. A.* and *G. C.* for themselves, their executors and administrators, do hereby covenant, grant and agree, that he the said *W. G.* his executors, administrators and assigns, for the same considerations shall, during such time and term, have, hold and enjoy to his own use, benefit and behoof, for the drawing, uttering, selling and putting to sale all such beer and ale as aforesaid, the cellars belonging to the said messuage, tenement or inn, and all and singular kitchen, rooms, chambers and garrets, standing, lying and being over the same: *And* that they the said *A. A.* and *G. C.* their executors and administrators, shall and will from time to time, and at all times as occasion shall require, during such time and term, at his and their proper costs and charges, provide and lay into the said cellars for the use of the said *W. G.* his executors, administrators and assigns, in that respect, good and sound strong ale and strong beer; and that the said *W. G.* his executors and administrators, shall or may, during the time and term aforesaid, have and take to his own use the profit and advantage of selling and uttering tobacco, bread, cheese, and all other victuals whatsoever; *And* that during all such time and term as aforesaid, no other victualler or tapster shall be entertained or suffered to buy or sell, retail, draw, utter or put to sale any beer, ale, tobacco or victuals whatsoever in the said messuage, tenement or inn; *In consideration* whereof, the said *W. G.* doth hereby for himself, his executors and administrators, covenant, grant and agree, to and with the said *A. A.* and *G. C.* their executors and administrators, by these presents, in manner and form following, (that is to say) that he the said *W. G.* his, &c. shall and will, during the same time or term, pay, or cause to be paid, unto the said *A. A.* and *G. C.* their executors, administrators or assigns, or some of them, the several sums of money hereafter mentioned, that is to say, for every barrel of strong ale that shall be uttered and sold as abovesaid, 20*s.* of lawful money; and for every barrel of strong beer as shall be so likewise uttered, the like sum of 20*s.* accounting 21 barrels to the score, as the brewer allows, and so after the same rate for every greater or lesser quantity; *And* that he the said *W. G.* his executors or assigns, shall and will, at or before the end of every month during the time and term aforesaid, make a true and just reckoning, account and satisfaction unto the said *A. A.* and *G. C.* their executors, administrators or assigns, or some of them, for such and so much money as shall upon every of their accompts appear to be due and payable unto them for and in respect of the premisses, according to the rates aforesaid. *And* for the better satisfaction and surer payment of such money, he the said *W. G.* at or before the ensealing thereof, hath deposited into the hands of the said *A. A.* and *G. C.* to remain during the time and term aforesaid, the sum of, &c. of lawful, &c. the receipt, &c. and that he the said *W. G.* his executors or administrators, shall and will, within one month after the date hereof, at his costs and charges, find and provide two fire-grates, and cause the same to be fixed up and set in the kitchen chimney and the tap-

and covenant that he shall have the selling the beer, &c.

and provide beer, &c.

The tapster's advantage of selling beer, &c.

No other to sell.

How much the tapster to pay for the liquors.

Account.

Deposit.

What the tapster is to find.

-houſe chimney, and likewiſe one long table to be ſet up in the firſt up one pair of ſtairs; and likewiſe ſhall and will provide and fur- two beds in two of the rooms, fit for lodging and entertaining of comers coming and reſorting to the ſaid inn; and likewiſe ſhall not will not, at any time or times during the term or time aforeſaid, or ſet any of the rooms above mentioned to any lodger whatſoever, er than to the common gueſts and cuſtomers reſorting to the ſaid. *Provided nevertheleſs*, and it is covenanted, conditioned and eed by and between the ſaid parties to theſe preſents, that if either them ſhall at any time miſlike of each other in their dealings concern- the premiſſes, and thereof give ſix months notice, it ſhall and may be ful at the end of ſuch ſix months, and not before, for the ſaid *W. G.* executors, adminiſtrators or aſſigns, to leave off the ſaid employ- t, and quit the ſaid cellar, rooms and premiſſes: And it ſhall be wiſe lawful for them the ſaid *A. A.* and *G. C.* and their execu- adminiſtrators and aſſigns, at the end of ſuch ſix months, and not e, to put the ſaid *W. G.* and his executors, adminiſtrators and aſ- out of the ſaid employment, and cellar, rooms and premiſſes eſaid: *And* that the ſaid parties ſhall and will, at the end of the ſaid months, come to a true and juſt reckoning and account one with the : *And* if the ſaid *W. G.* his executors, adminiſtrators and aſſigns, not have ſo much monies in the hands of theirs the ſaid *A. A.* and C. their executors, adminiſtrators or aſſigns, as ſhall ſatisfy the ſaid of, &c. ſo left in their hands as aforeſaid, and for the fire-grates and s aforeſaid, at the rates they coſt him the ſaid *W. G* that then he ſaid *A. A.* and *G. C.* their executors and adminiſtrators, ſhall and will fy and pay unto the ſaid *W. G* his executors, adminiſtrators or aſ- , ſo much of the ſaid 20*l.* as upon their accompts ſhall juſtly appear e due unto the ſaid *W. G.* his, &c. at the end of the ſaid ſix months; kewiſe ſhall and will then ſatisfy and pay unto the ſaid *W. G* his cutors, adminiſtrators or aſſigns, ſo much money as the aforeſaid grates and tables ſhall coſt him the ſaid *W. G.* as aforeſaid: The fire-grates and tables to be left fixed in the ſaid chimnies and rooms the uſe of the ſaid *A A.* and *G. C.* their executors, adminiſtrators aſſigns: *And* if it ſhall happen that the ſaid *W. G.* his executors, iniſtrators or aſſigns ſhall have more money in his hands for or in re- of the premiſſes, than ſhall amount to above the ſum of, &c. and e of the fire-grates and tables aforeſaid, then the ſaid *W. G.* his exe- rs, adminiſtrators or aſſigns, ſhall ſatisfy and pay ſuch overplus of money to the ſaid *A. A.* and *G. C.* their executors, adminiſtrators aſſigns, at the end of the ſaid ſix months, as upon their accompts ll appear to be due: *And* at the end of the ſaid ſix months it ſhall and y be lawful for the ſaid *W. G.* his executors, adminiſtrators and gns, to carry away his bedding and other implements of houſehold; thing to theſe preſents to the contrary notwithſtanding: *And* for true performance, &c.

Not to let rooms to any but gueſts.

Warning on parting, &c.

and accounting.

What the tenant is to take away.

Agreemen:

Agreement for letting one Side of a Shop, with other Conveniencies, for a Year certain, and afterwards as long as the Parties ſhall agree; with a Proviſo as to Warning, and Agreements as to fitting up and ſhutting up the Shop, and the Commodities the Tenant ſhall not trade in.

Articles of Agreement, &c. *Between J. F.* of, &c. of the one Part, and *M. B.* of, &c. of the other Part, as follows:

WHEREAS the ſaid *J. F.* is now poſſeſſed of and in a certain meſſuage, tenement, or dwelling-houſe (commonly called, &c. oppoſite *Exeter Change* in the *Strand*, in the county of *M.* *And* whereas the ſaid *J. F.* is mindful to take the ſaid *M. B.* to be an under-tenant of part of the ſaid meſſuage or dwelling-houſe; *Therefore it is agreed* upon by and between the ſaid parties to theſe preſents in manner and form following, (to wit,) *Firſt*, the ſaid *J. F.* in conſideration of the ſum of 8*l. per ann.* to be paid quarterly, to wit, 2*l. per* quarter from *Michaelmas* day next, by the ſaid *M. B.* to the ſaid *J. F.* for and during the term hereafter mentioned, the ſaid *J. F.* doth covenant, promiſe and agree to permit the ſaid *M. B* to have the uſe, poſſeſſion and occupation of that ſide of the ſhop in the aforeſaid meſſuage next *Charing-Croſs*, and alſo the room and cloſet adjoining to the ſaid ſhop, and likewiſe liberty to uſe and take ſo much water from ſuch part of the ſaid houſe, as the ſame may come in, as need or occaſion ſhall require for and during the term of one whole year from, &c. next enſuing, (if he the ſaid *J.* be and continue ſo long in the poſſeſſion of the ſaid meſſuage or dwelling-houſe) and from thence ſo long as both parties ſhall agree. *Provided always*, and it is hereby agreed upon by and between the ſaid parties that if the ſaid *J. F.* ſhould want the ſaid *M. B.* out of the ſaid houſe after the expiration of the ſaid one year, he ſhall give unto her a quarter's warning in writing, and at the end of the ſaid quarter, ſhe ſhall peaceably yield up unto the ſaid *J. F.* the ſaid ſide of the ſhop, room and cloſet; or if the ſaid *M. B.* ſhall after the expiration of the ſaid one year have a mind to leave the ſaid ſhop, room and cloſet, ſhe ſhall give the like warning to the ſaid *J. F.* *And* it is alſo agreed between the ſaid parties, that the ſaid *J. F.* ſhall and will allow one guinea out of the firſt quarter's rent or payment towards fitting up the ſaid ſide of the ſhop; and ſhall likewiſe order ſome or one of his ſervants to ſhut up the windows and ſhutters belonging to the ſaid ſide of the ſhop, without any expence to the ſaid *M. B.* as often as occaſion ſhall require, for ſo long time as ſhe ſhall continue a tenant as aforeſaid; *And* that the ſaid *M. B.* ſhall not, during ſuch time as aforeſaid, ſell in the ſhop any, &c. or other goods that may hinder or prejudice the ſaid *T. F.* in his way of trade. *In witneſs*, &c.

An

Agreement to let Rooms and other Conveniencies in a Houſe, for ſo long Time as the Landlord has in the Premiſſes, or till Notice given by the Tenant; and a Covenant that the Tenant may take away ſuch Partitions, Locks, &c. as he ſhall put up or fix, &c.

reed the, &c. *Between W. W.* of, &c. of the one Part, and *T. P* of, &c. of the other Part, as follows:

HE ſaid *W. W. Doth* hereby let unto the ſaid *T. P.* and he takes the ſeveral rooms and conveniencies, being part of belonging to the dwelling-houſe of the ſaid *W. W.* in, &c. n after mentioned, (to wit,) a ground room, &c. with all lights, , paſſages, commodities and appurtenances to the ſaid pre- belonging, and uſed therewith, from *Chriſtmas* laſt paſt be- the date hereof, for ſo long time of the ſaid *W. W.*'s term is dwelling-houſe, as he the ſaid *T. P.* ſhall think fit to hold ſaid hereby letten premiſſes, and until the expiration of three hs after notice ſhall by the ſaid *T. P.* be given to the *W. W.* his executors or aſſigns, at his dwelling houſe afore- for leaving the ſaid hereby letten premiſſes, and determining preſents, and the term thereby granted, at and for the year- nt and ſum of ——— *l.* of lawful, &c. to be paid quarterly e four uſual feaſts or quarter-days in the year, *viz. Lady* &c. *Which* ſaid yearly rent the ſaid *T. P.* doth agree to accordingly, for ſo long time as he ſhall hold and enjoy the premiſſes, and until the end of three months next after no- by him given as aforeſaid for leaving the ſame, and detet- g theſe preſents, and the term thereby granted as aforeſaid. the ſaid *W. W.* doth hereby for himſelf, his executors and , covenant and agree to and with the ſaid *T. P.* his exe- , adminiſtrators and aſſigns, that he and they ſhall and may, or their leaving the ſaid hereby letten premiſſes, take down, e and carry away all ſuch partitions, wainſcots, hangings, doors, , keys, and other things which he or they already have or ſhall y time or times during his or their continuance in the ſaid iſſes, make, ſet or put up in or about the ſaid premiſſes. *In ſs*, &c.

To let rooms, &c.

Habendum.

Agreement to pay the rent.

Covenant that the tenant may take away locks, &c. on his leaving the premiſſes.

An Agreement between two Writing-Maſters for ſelling and aſſigning a Houſe, School-Room and Furniture, and leaving a certain Number of Scholars.

Agreed, &c. *Between J. S.* of, &c. of the one Part, and *T. C.* of, &c. of the other Part, as follows:

THE ſaid *J. S.* for the conſideration hereunder mentioned, doth for himſelf, his executors and adminiſtrators, covenant and agree to and with the ſaid *T. C.* his executors and aſſigns, as followeth, viz. That the ſaid *J. S.* upon or within —— days after the —— day of ——— ſhall and will deliver the actual poſſeſſion of his now dwelling houſe, known by the ſign of the *Hand and Pen* in, &c. and will leave and deliver the benefit of his ſchool in the ſaid houſe, with 60 valuable ſcholars, ſuch as pay for their teaching, which are there now learning of the ſaid *J. S.* to write, and will alſo ſell and aſſign all his term and intereſt in the ſaid houſe, with the forms, ſtandiſhes and benches as are uſed and ſtanding in the writing-ſchool, or room on the third floor of the ſaid houſe, unto the ſaid *T. C.* and will likewiſe deliver to him ſuch hangings, &c. and other goods in the ſaid houſe not belonging to the premiſſes, as the ſaid *T. C.* ſhall deſire, which are to be taken and paid for according to the appraiſement of two indifferent perſons to be choſen between them. *And* it is agreed between the ſaid parties, that if the ſaid *J. S.* do not leave and deliver up the ſaid 60 ſcholars aforeſaid, what ſhall be wanting of that number he ſhall and will account for them out of the ſum of 44*l.* hereunder mentioned, in proportion as 44*l.* is to 60*l.* and if the ſaid *J. S.* do leave above the ſaid 60 ſcholars, the ſaid *T. C.* is in ſuch caſe to advance above the ſaid 44*l.* for every ſcholar above the ſaid number, according to the proportion aforeſaid. *And* the ſaid *J. S.* doth further covenant and agree to and with the ſaid *T. C.* that if he has already received or ſhall before the ſaid —— receive above half the money or ſum agreed, for the teaching any of the ſaid ſcholars, to be delivered to the ſaid *T. C.* ſuch ſcholars ſcholars are not to be accounted of the ſaid number of 60, until the ſaid *J. S.* pay to the ſaid *T. C.* ſo much money as he has or ſhall receive above the one half part of the ſum agreed to be given for ſuch ſcholar or ſcholars teaching. *And* it is further declared and agreed between the ſaid parties, that as many of the ſaid 60 ſcholars as ſhall go from the ſaid *T. C.* and leave the ſaid ſchool, and become ſcholars again to the ſaid *J. S.* before the —— day of —— next enſuing the date hereof, ſhall not be deemed as part of the ſaid 60, but the diſcount aforeſaid ſhall be allowed for the ſame out of the ſaid 44*l.* *And laſtly*, the ſaid *T. C.* doth hereby covenant and agree to and with the ſaid *J. S.* that he the ſaid *T. C.* ſhall and will, in conſideration of the ſeveral matters and things ſo to be done and performed by the ſaid *J. S.* as aforeſaid, truly pay, or cauſe to be paid, the ſaid ſum of 44*l.* *viz.* —— thereof upon delivering poſſeſſion of the ſaid houſe and premiſſes as aforeſaid, the remainder thereof, or what ſhall be due

of the ſaid 44*l.* if any ſuch deduction or diſcount are to be made thereout as aforeſaid, within one month then next enſuing. *In witneſs*, &c.

Clauſe that the Leſſor ſhall ſeal a Leaſe by a Day according to a Draught made.

That the ſaid *A. B.* his, &c. or one of them, ſhall and will at, &c. make, ſeal and deliver, as his or their deed, before ſufficient witneſs, unto the ſaid *C. D.* his, &c. at the proper coſts and charges of the ſaid *C. D.* &c. on or before the —— next enſuing, one good, ample, ſufficient and lawful leaſe, demiſe and grant, to be made and indented in parchment, and that in and by all things, according to the true, effect and true meaning of a certain draught thereof, already made and drawn, and remaining in the cuſtody of the ſaid *G. D.* whereto the ſaid *A. B.* hath ſubſcribed his name.——

The like where no Draught made.

—— That, &c. —— a good and ſufficient leaſe by indenture of all that meſſuage, &c. —— for the term and ſpace of 21 years, to begin and take effect from the feaſt-day of —— with a clauſe of reſervation of the yearly rent of ——*l.* to be inſerted in the ſaid indenture, the ſame leaſe and meſſuage to be then diſcharged of and from all former leaſes, bargains, &c. (and add, with a covenant *for further aſſurance*, if there be occaſion.)

Agreement that a Leſſee will grant a Leaſe to another with the like Covenants, &c. in his Leaſe, except as to the Rent, with ſeveral other Reſtrictions in Favour of the firſt Leſſee.

Articles, &c *Between R. B.* Citizen and Diſtiller of *London*, of the one Part, and *W. K.* Citizen and Grocer of *London*, of the other Part, as followeth, (that is to ſay,)

Covenant to make a leaſe

THE ſaid *R. B.* in conſideration of the rent and covenants herein after mentioned on the part of the ſaid *W. K.* to be paid and performed, *Doth* hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *W K.* his executors, adminiſtrators and aſſigns, that he the ſaid *R. B.* ſhall and will, on or before the —— day of —— now next enſuing the date of theſe preſents, ſeal and duly execute and deliver unto the ſaid *W. K.* his executors, adminiſtrators and aſſigns, and at his and their charges, one good and effectual indenture of leaſe, *Of all* that, &c. ſituate, ſtanding and being in *B. Street*, in the pariſh of *St. M. B. London*, formerly in the poſſeſſion of *J. W* and afterwards of *R. R.* and ſince of *R. B* containing in front from North to South 21 feet and an half of aſſize, little more or leſs, and in depth from Eaſt to Weſt 40 feet of aſſize, little more or

leſs; and alſo a yard lying at the Weſt end of the ſaid meſſuage, containing in breadth from Eaſt to Weſt eight feet, little more or leſs, and in length from North to South 17 feet, or thereabouts, together with a workſhop in the ſaid yard, and a houſe of office covered and incloſed, with a door to the ſame; and all which premiſſes by one indenture of leaſe, bearing date the —— day of *March*, in the year of our Lord 17—, and made or mentioned to be made between dame *E. C.* of *N. S.* in the county of *W.* widow, and *C. C.* of *H.* in the pariſh of *W.* in the county of *O.* eſq; of the one part, and the ſaid *R. B.* by the name of *R. B.* of *London*, diſtiller, of the other part, were demiſed to him the ſaid *R. B. To hold* the ſame premiſſes (whereof ſuch leaſe is hereby agreed to be granted as aforeſaid) unto the ſaid *W. K.* his executors, adminiſtrators and aſſigns, from the feaſt-day of —— next enſuing the date of theſe preſents, and which will be in the year of our Lord —— for the term of 14 years and one half year and 11 weeks, at the yearly rent of 38*l.* of, &c. for the firſt 14 years of the ſaid term, payable quarterly, and at and under the yearly rent or ſum of 19*l.* of like money, for the ſaid half year of the ſaid term, by two equal payments, (that is to ſay) the ſum of 9*l.* 10*s.* on half part thereof, on the feaſt day of —— which will be in the year &c. and the like ſum of 9*l.* 10*s* one other half part thereof, on the feaſt-day of —— then next enſuing, and which will be in the year, &c. and at and under the yearly rent or ſum of 9*l.* 10*s.* of like money, for the remaining 11 weeks of the ſaid term, of or upon the 17th day of *December*, which will be in the ſaid year, &c. when the ſaid term will expire; *In which* ſaid indenture of leaſe hereby agreed to be granted ſhall be contained the like covenants, proviſoes and agreements (*mutatis mutandis*) as are contained in the leaſe, whereby the ſaid *R. B.* now holdeth the ſaid premiſſes as aforeſaid, except as to the payment of the yearly rent which is to be reſerved and made payable in manner hereinbefore mentioned, and wherein ſhall likewiſe be inſerted a covenant on the part of the ſaid *R. B.* his executors, adminiſtrators and aſſigns whereby to reſtrain him and them from renewing or taking any further leaſe, eſtate, term or intereſt, of or in the ſame premiſſes, or the doing any act to prevent or hinder the ſaid *W. K.* his executors, adminiſtrators or aſſigns, from becoming immediate tenant or tenants of the ſame after the expiration of the preſent term and intereſt of him the ſaid *R. B.* therein, as effectually as if his whole eſtate, term and intereſt in the ſaid premiſſes had been now abſolutely aſſigned to the ſaid *W. K.* And alſo a further covenant on the part of the ſaid *R. B.* his, &c. that notwithſtanding the ſeveral reſervations of rent herein before mentioned and agreed to be contained in ſuch intended leaſe, it ſhall and may be lawful to and for the ſaid *W. K.* his, &c. to pay and apply the ſeveral rents and ſums of money to be thereby reſerved, for and in ſatisfaction and diſcharge of the like yearly rent of 38*l.* reſerved, and which ſhall become due and payable by the aforeſaid indenture of leaſe, whereby the ſaid *R. B* now holdeth the ſaid premiſſes; and that during the term by the ſaid indenture granted, and which will expire at the expiration of the term before hereby agreed to be granted; and that the receipt and receipts of the perſon or perſons intitled to receive the ſame (being produced unto him the ſaid *R. B.* his executors, adminiſtrators or aſſigns) ſhall be a good and effectual diſcharge unto the ſaid *W. K.* his execu-

tors

of premiſſes leaſed to the now intended leſſor.

To be therein contained the like covenants, &c. as in his leaſe, except as to the payment of rent, but he is not to be reſtrained from taking a new leaſe, &c

Notwithſtanding the new tenant may apply his rent to the diſcharge of the other's rent.

tors, adminiſtrators or aſſigns, for what he or they ſhall ſo pay, againſt him the ſaid *R. B* his, &c. as fully as if the ſaid ſeveral rents herein before mentioned had been actually paid to him or them; *And* the ſaid *R. B.* doth hereby alſo agree, that at the time of making and executing ſuch leaſe as aforeſaid, he will (if required) grant and aſſign to the ſaid *W. K.* his executors and adminiſtrators, all his intereſt and property in the ſeveral moveables, wainſcots, partitions, and other the improvements and things made, done and ſet up by the ſaid *R. B.* in, upon or about the ſaid premiſſes hereby agreed to be demiſed, and which he the ſaid *R B.* can or hath any right to remove or take away. *And further*, that it ſhall and may be lawful to and for the ſaid *W. K.* to enter upon and take poſſeſſion of the ſaid meſſuages and premiſſes on the 15th day of this inſtant *December*, and to hold and enjoy the ſame from henceforth until the ſaid feaſt of —— (when the ſaid intended leaſe is to commence) without paying any rent or other conſideration for the ſame; and free and diſcharged from parliamentary and parochial taxes, duties and other aſſeſſments, to incur, grow due and payable in reſpect of the premiſſes, for any time preceding the ſaid feaſt of —— now next as aforeſaid, except the rate and aſſeſſments now made for the poor of the pariſh of *St. M. B* aforeſaid, and wherewith the ſaid *W. K.* ſhall become chargeable only for ſuch time as he ſhall inhabit or dwell in the ſaid meſſuage and premiſſes before the commencement of the ſaid leaſe: and the ſaid *W. K.* in conſideration of the premiſſes, doth hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *R. B.* his executors, adminiſtrators and aſſigns, that he the ſaid *W. K.* his, &c. ſhall and will, on or before the 20th day of *January* now next enſuing as aforeſaid, accept of ſuch leaſe of the ſaid meſſuages and premiſſes hereby agreed to be granted, and ſhall and will likewiſe at the ſame time, and at his and their own proper coſts and charges, execute a counterpart thereof unto or to the uſe of the ſaid *R. B.* his, &c. together with a ſchedule to be annexed thereto of all and ſingular the goods, implements and things mentioned and contained in the ſchedule, deſcribed or written under the indenture of leaſe, whereby the ſaid *R.* now holdeth the ſame premiſſes as aforeſaid. *And laſtly*, for the true performance of this agreement, the ſaid *R. B.* and *W. K.* do mutually bind themſelves, their heirs, executors and adminiſtrators, unto each other in the penal ſum of 200*l.* of, &c. firmly by theſe preſents. *In witneſs*, &c.

Agreement to aſſign moveable wainſcots, &c.

When new tenant is to enter.

Taxes.

Agreement to accept ſuch leaſe, and execute a counterpart with a ſchedule annexed.

Agreement

Agreement to let a Houſe, &c. and execute a Leaſe thereof, to contain the like Covenants as are in a Leaſe whereby the intended Leſſor holds the ſame, and other Covenants; and the intended Leſſee agrees to accept ſuch Leaſe, and execute a Counterpart; and covenants to give a Bond for making good and leaving Partitions, &c. as they now are.

Agreed the, &c. *Between A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, as followeth, viz.

To let a Houſe, &c.

THE ſaid *A. B.* in conſideration of the rent and covenants hereafter mentioned on the part of the ſaid *C. D.* to be paid and performed, *Doth* let unto and the ſaid *C. D.* takes *All*, &c. and all cellars, ſollars, vaults, warehouſes, rooms, yards, lights, water-courſes, eaſements and appurtenances thereunto belonging, with free liberty of going to and coming from a vault under the ſaid premiſſes, for the term of —— years, from —— at the yearly rent of —— *l.* payable quarterly.

Covenant to execute a leaſe, to contain the like covenants, &c. as in a leaſe by which the intended leſſor holds the ſame, and other covenants.

And the ſaid *A. B.* for himſelf, his executors and adminiſtrators, doth hereby covenant and agree to and with the ſaid *C. D.* his executors and aſſigns, that he the ſaid *A. B.* will, on or before the, &c. now next, at the charge of the ſaid *C. D.* his executors or aſſigns, ſeal and execute unto him or them, a ſufficient leaſe of the premiſſes for the term and at the rent aforeſaid: *In* which leaſe are to be inſerted and contained the like covenants and proviſoes as are contained in the leaſe whereby the ſaid *A. B.* holds the ſaid premiſſes from *G G.* dated, &c. and likewiſe covenants for leaving at the end of the ſaid term ſeveral things belonging to and being in and about the premiſſes to be mentioned in a ſchedule thereof, which for that purpoſe the ſaid parties agree ſhall be taken and annexed to the ſaid leaſe; and alſo a covenant for the ſaid *C. D.*'s laying out 30*l.* at leaſt in the repair of the premiſſes, which is allowed for that purpoſe: *In* ſaid leaſe the ſaid *C. D.* doth hereby agree to accept, and at the ſame time to ſeal and execute a counterpart thereof to the ſaid *A. B.* his executors or aſſigns.

The intended leſſee agrees to accept ſuch leaſe and execute a counterpart, and covenants to execute a bond for making good and leaving partitions, &c. as they now are.

And the ſaid *C. D.* doth hereby further covenant and agree with the ſaid *A. B.* that upon and at the time of executing the ſaid leaſe as aforeſaid, he the ſaid *C. D.* and *J. J.* of, &c. ſhall and will ſeal and execute to the ſaid *A. B.* an obligation in a ſufficient penalty conditioned for the ſaid *C. D.* making good and leaving, at the determination of the ſaid term, as they now are, two partitions, one in, &c. and the other in, &c. *In witneſs*, &c.

Agreement to grant a Leaſe of a Houſe now in Poſſeſſion, by virtue of an Ejectment, as ſoon as an Aſſignment of the ſame can be procured from the Aſſignees under a Commiſſion of Bankruptcy.

Memorandum, It is agreed *Between J. W.* of, &c. of the one Part, and *J. C.* of, &c. of the other Part, as follows, *viz.*

WHEREAS the ſaid *J. W.* by judgment on an ejectment by him lately obtained, is now intitled to the poſſeſſion of a meſſuage, with its appurtenances, ſituate, &c. and as the ſame is now in the occupation of the ſaid *J. C. Now* he the ſaid *J. W.* for himſelf, &c. doth hereby covenant, promiſe and agree, to and with the ſaid *J. C.* that he the ſaid *J. W.* (immediately after his obtaining an aſſignment of the ſaid meſſuage from the aſſignees under a commiſſion of bankruptcy taken out and awarded againſt *R. H. M.*) will duly execute and deliver unto the ſaid *J. C.* a leaſe of the ſaid meſſuage and premiſſes, *To hold* the ſame unto the ſaid *J. C.* his executors, adminiſtrators and aſſigns, from *Lady-day* now next enſuing, for the term of ſeven years, *Determinable nevertheleſs* at the option of the ſaid *J. C.* his executors or adminiſtrators, at the end of the firſt three years thereof, on his or their giving at leaſt ſix months notice thereof in writing unto the ſaid *J. W.* his executors, adminiſtrators or aſſigns, for ſuch determination thereof at the end of the ſaid firſt three years of the ſaid term, at and under the yearly rent of 17*l.* to be paid quarterly, on, &c. by equal proportions; the firſt of which quarterly payments to be made on, &c. now next enſuing. *In which* ſaid leaſe ſhall be contained ſuch covenants as are commonly inſerted in *London* leaſes as well on leſſee's as alſo on leſſor's part to be performed, with the uſual powers and clauſes of diſtreſs and re-entry in caſe of non-payment of the ſaid yearly rent. *In conſideration* of which leaſe ſo to be made as aforeſaid, he the ſaid *J. C. doth* hereby for himſelf, &c. covenant, promiſe and agree to and with the ſaid *J. W.* his, &c. that he the ſaid *J. C.* will accept of ſuch leaſe for the ſaid term of ſeven years, to commence and determine in manner as aforeſaid, at and under the ſaid yearly rent of 17*l.* payable quarterly as aforeſaid, and with and under ſuch covenants and powers of diſtreſs and re-entry as above mentioned; and that the ſaid *J. C* at the time of his the ſaid *J. W.*'s executing ſuch leaſe as aforeſaid, will then duly execute and deliver unto the ſaid *J. W.* a counterpart of ſuch leaſe; and that he the ſaid *J. C.* his, &c. in the mean time, and until ſuch leaſe to be ſo executed to him as aforeſaid, ſhall and will duly pay unto the ſaid *J. W.* his, &c. during his continuance in poſſeſſion of the ſaid premiſſes by virtue of his ſaid ejectment, the ſaid yearly rent of 17*l.* by quarterly payments, on the days and in manner as above mentioned. *In witneſs*, &c.

J. W. by ejectment intitled to poſſeſſion of a houſe.

Covenants (as ſoon as he can get an aſſignment of the ſaid houſe from aſſignees of a bankruptcy) that he will grant a leaſe of the ſame, for ſeven or three years.

J. C. covenants to accept ſuch leaſe, &c. execute a counterpart, and pay rent during poſſeſſion by virtue of the ejectment.

Articles

Articles for making a Leaſe of a Houſe, &c. and putting Premiſſes in Repair, &c.

Articles, &c. *Between A. H.* of, &c. Eſq; of the one Part, and *L. S.* of, &c. Eſq; of the other Part.

The landlord ſeiſed in fee,

WHEREAS the ſaid *A. H.* is ſeiſed in fee of and in a certain meſſuage or tenement, ſituate, &c. being the ninth houſe in *H. R.* in *L. I. F.* from the Eaſt end thereof, and lately in the poſſeſſion of Sir *R. E.* chief juſtice of the court of Common Pleas, together with the coach-houſe and ſtables thereunto belonging: *Now it is hereby agreed*, and the ſaid *A. H. Doth* covenant and promiſe to and with the ſaid *L. S.* his executors and adminiſtrators, that he the ſaid *A. H.* or his heirs ſhall and will before *Michaelmas-day* next enſuing the date of theſe preſents, put the ſaid meſſuage or tenement, and the coach-houſe and ſtables thereunto belonging, in good and ſufficient repair, and alſo find and provide all locks needful for the doors in the ſaid meſſuage, &c. and a fire-grate for the kitchen, and other things, &c. and make a good and ſufficient leaſe and demiſe thereof by indenture, together with all and every the appurtenances thereunto belonging, unto the ſaid *L. S.* to commence from the ſaid feaſt of Saint *Michael* the Archangel next following; *To have and to hold* the ſame unto him the ſaid *L. S.* his heirs executors, adminiſtrators and aſſigns, from thenceforth for the term of 14 years, to be void on ſix months notice from the ſaid *L. S.* to be given to the ſaid *A. H.* in writing, next before the end of the firſt ſeven years of the ſaid fourteen years, at and under the yearly rent of 8[illegible] payable quarterly; the ſaid *A. H.* hereby in conſideration thereof agreeing to indemnify and diſcharge the ſaid *L. S.* his executors, &c. of and from all quit-rents, ground-rents, and other incumbrances on the premiſſes; *In which ſaid Indenture of Leaſe* ſhall be contained a covenant on the part of the ſaid *L. S.* to keep and maintain the ſaid premiſſes in good and ſufficient repair during ſuch term, and alſo a covenant from the ſaid *A. H.* for his quiet enjoyment, and other uſual and reaſonable covenants on both parts. *And* the ſaid *L. S* doth hereby likewiſe covenant and agree to and with the ſaid *A. H.* and his heirs, in manner as follows, *viz.* That on the ſaid *A. H.*'s having, at his own coſts and charges finiſhed the ſeveral repairs inſiſted on in the annexed paper or writing by Mr. *L. S.*'s workmen, and agreed to by Mr. *H.*'s ſurveyor Mr. *R.* he the ſaid *L. S.* ſhall and will accept of ſuch leaſe, and ſeal, execute and deliver unto the ſaid *A. H.* or his heirs, a counterpart thereof, at the ſame time that the ſaid *A. H.* or his heirs ſhall make and execute ſuch leaſe unto the ſaid *L. S.* aforeſaid. *In witneſs*, &c.

covenants to repair the premiſſes and grant a leaſe.

for 14 years, to be void on notice.

Covenants to be therein.

The tenant covenants, that ſo ſoon as the premiſſes are repaired, he will accept a leaſe, and execute a counterpart.

Agreement for quitting Premiſſes on Notice.

AND *alſo*, That in caſe the ſaid *L. S.* ſhall be minded to leave the ſaid premiſſes or tenement, at the expiration of the ſaid term of —— years, or at any time after, that then and in ſuch caſe the ſaid *J. D.* or her aſſigns, ſhall and will give or leave notice or warning thereof in writing to or for the ſaid *A. H.* his executors, adminiſtrators or aſſigns, within the ſpace of ſix months next before the expiration of the ſaid term of —— years, or any further or longer term aforeſaid.

Proviſo in caſe of the Death of the Tenant.

PROVIDED *always*, That if the ſaid *J. D.* ſhall happen to depart this life before the ſaid *Michaelmas-day* next enſuing the date hereof, then and in ſuch caſe, theſe preſents, and every article, covenant, agreement and thing herein contained, ſhall be void and of none effect, In *witneſs* whereof the parties aforeſaid to theſe preſents interchangeably have ſet, &c.

An Agreement to repair and fit up a Houſe in the Manner particularly deſcribed therein, and to grant a Leaſe thereof, with Clauſes for Re-entry, Schedule of Goods, &c. And an Agreement for the Landlord to mend a Coachway.

Articles, &c. Between J. P. of, &c. and W. E. of, &c.

THE ſaid *J. P.* in conſideration that the ſaid *W. E.* is to accept of a leaſe from him the ſaid *J. P.* of a meſſuage, &c. now fitting up and finiſhing for a term of, &c at ſuch yearly rent, and payable as herein after is mentioned, ſubject alſo to ſuch uſual covenants on the leſſee's part as herein after are mentioned, doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *W. E.* his, &c. in manner, &c. that he the ſaid *J. P.* ſhall and will within, &c. at his own proper coſts and charges, fit up and finiſh the ſaid meſſuage, &c. in a workman-like manner, and make the ſame fit and proper for a tenant to come into and inhabit, and particularly make and do, or cauſe to be made and done, the ſeveral things herein after mentioned, that is to ſay, &c. (*mentioning the things to be done.*) *Alſo* the ſaid *J. P.* ſhall, &c. (*grant a leaſe for years, a pepper-corn rent the firſt year, and* 100l. per ann. *for the reſt, in the uſual form.*) *In which* intended leaſe ſhall be contained a clauſe of re entry in caſe of non-payment of the yearly rent by the ſpace of 21 days next after every quarter or feaſt-day whereon the ſame ought to be paid, as alſo a power for the ſaid *W. E.* to pay the ground-rent, payable to the original landlord in reſpect of the ſaid preſſes, and to deduct the ſame out of his rent; in which ſaid leaſe is alſo to be contained a ſchedule of the ſeveral things before mentioned, and

The tenant to fit up a houſe.

The particulars to be done.

A leaſe to be granted.

What is to be contained therein.

Re-entry.

Ground rent.

Schedule of goods, &c. Uſual covenants. Except, &c. To make a way good.

and ſuch other things as ſhall be fixed and put in the ſaid meſſuage, &c. by the ſaid *J. P.* and not herein before mentioned, to be left at the end of the ſaid term, as in the like caſes are uſual, together alſo with ſuch uſual covenants on the leſſee's part as in the like caſes are accuſtomed; ſave only, in the covenant for upholding and ſupporting the premiſſes, the party and foundation walls belonging to the premiſſes ſhall be excepted. *Alſo* the ſaid *J. P.* ſhall and will, on, &c. pave and make the way good, or cauſe, &c. from, &c. to, &c. ſo as the coach of the ſaid *W. E.* may conveniently paſs and repaſs. *Alſo*, &c. (*Covenant to accept ſuch leaſe, and execute a counterpart, as in the form before.*) *In witneſs*, &c.

Agreement of a Steward or Rent-Gatherer in Behalf of the Landlord, to grant a Leaſe of a Houſe, repair, pave before the Door, and pay for Water, and all Taxes; and as to vacating the Leaſe on Warning, and concerning Goods and Furniture to remain in the Houſe.

Articles, &c. *Between A. C.* of, &c. on the Part and Behalf of *H. M.* of the one Part, and *C. E.* of, &c. of the other Part.

Agreement to grant a leaſe.

IT is agreed by and between the ſaid parties, that the ſaid *A. B.* and on the behalf of the ſaid *H. M.* ſhall within, &c. grant, ſet and execute a leaſe to the ſaid *C. E.* of *All* that, &c. for the term of &c. to commence, &c. at the yearly rent of ———, to be paid by the ſaid *C. E.* by even and equal quarterly payments, and at the ſame time the ſaid *C. E.* ſhall execute a counterpart of the ſame leaſe. *And* the ſaid *H. M.* or the ſaid *A. C.* on his behalf, is to put the ſaid premiſſes into good, ſufficient and tenantable repair, and is to keep the ſame in good repair, during the ſaid term, at the charge and expence of the ſaid *H. M.* and is alſo to keep the pavement before the houſe, and all other things belonging to the ſaid houſe, in good and ſufficient repair during the ſaid term; and is alſo to pay and diſcharge the rent for the water laid or to be laid into the ſaid houſe, and all parochial and other taxes, charges and aſſeſſments whatſoever, laid or charged, or to be laid or charged upon the ſaid houſe. It is alſo agreed that a clauſe ſhall be inſerted in the ſaid leaſe, to enable the ſaid *C. D.* to vacate the ſaid leaſe at the end of half the ſaid term, upon giving ſix months notice in writing under his hand, to the ſaid *H. M.* or the ſaid *A. C.* before the end of half the ſaid term, of ſuch his intention to vacate the ſame. It is further agreed, that in caſe the ſaid *A. C.* on the behalf of the ſaid *H. M.* ſhall leave any of the goods or furniture in the ſaid houſe, for the uſe of the ſaid *C. E.* that a ſchedule ſhall be made thereof, and annexed to the ſaid leaſe, and a covenant ſhall be inſerted in the ſaid leaſe, that the ſaid *C. E.* ſhall repair and make good ſuch goods and furniture, and ſhall leave or deliver them to the ſaid *H. M.* or *A. C.* in as good plight and condition at the end of the term, as they were in when left in the ſaid houſe, reaſonable wearing only excepted; and that if the ſaid *H. M.* or *A. C.* on his behalf, ſhall think fit to take the ſaid goods and furniture, or any part of them, out of the ſaid houſe, at any time or times before the end of the ſaid term, that then, upon demand to be made by

Counterpart.

The landlord to repair,

pave,

pay for water and taxes.

Warning.

Agreement as to ſuch goods and furniture as ſhall be left in the houſe with the tenant.

them, or either of them, of the same goods and furniture, or any rt or parts of them that the said *C. E.* shall deliver all such goods or niture unto the said *H. M.* or *A. C.* in the same or as good plight or dition as they were in when left in the said house, reasonable wear- only excepted.

ticles to make a Lease of another House adjoining, &c. wherein a third Person on Behalf of Lessor covenants, &c. in Consideration of Money to be laid out in Repairs, &c.

rticles, &c. *Between T. W.* of *London*, Merchant, (for and on the Part and Behalf of *E. M.* of, &c) of the one Part, and *W. F.* of, &c. Merchant, of the other Part.

WHEREAS the said *E. M.* is seised in fee of and in divers mes- suages, with their appurtenances adjoining together, situate in street aforesaid, one of which is the now dwelling house of the said *F.* and the other of them was late in the occupation of *J. H.* de- sed, and held by him by lease, made from the said *E. M.* whereof rt of the term of years thereby granted is now to come therein: *And ereas* the said *W. F.* having occasion to add the said other messuages his now dwelling-house, in consideration of the sum of 210*l.* to be paid to him by the said *T. W.* (on behalf of the said *E. M.*) to be out by the said *W. F.* in new mending, ripping, tyling, plastering, ting and glazing of both the said messuages, also for cleansing, ptying the vaults, pavements, and the streets, maintaining a light of a compting-house into Mr. *W.*'s yard adjoining thereto, and king such other amendments, alterations, conveniencies and necessa- repairs, in and to both the said messuages and premisses as he the *W. F.* in his discretion shall think fit, hath agreed to take a lease both the said messuages and premisses for the term of 21 years, to mence from *Christmas-day* now next ensuing, determinable at the of the first 14 years, the same to be at the option of *W. F.* his cutors and administrators, at and under the yearly rent of ——, able quarterly; the first, &c. in which said lease shall be contained h usual covenants as are in *London* leases, both on the lessor's and ee's part, (to wit,) that the lessee shall pay the said yearly rent, repair and to yield up the said premisses, (fire excepted) and for les- to enter and view, and give order for repair of premisses, with a co- nant from lessor for lessee's quiet enjoyment of premisses under the id rent and covenants, together with the usual power for lessee to re- ter, in case of lessee's non-payment of the said rent, by the space of 1 days next after every quarter-day; and to the end such lease may be anted, he the said *W. F.* hath agreed with Mr. *L. G.* (the executor the said *J. H.*) for his assigning or surrendering up such term or terest in the said lease granted to the said *J. H.* as aforesaid, as he the id *L. G.* hath therein, unto the said *E. M.* her heirs or assigns: *And ereas* the said *T. W.* immediately before the executing of these esents, hath paid to the said *W. F.* the said sum of 210*l.* to be laid out

E. M. seised in fee of two houses adjoining.

W. F. has occasion to add them to that wherein he lives.

Agreement to take a lease.

out in manner as aforeſaid, the receipt of which ſaid ſum of 210*l.* i

Covenant from *T W.* to execute a leaſe to *W. F.*

by him the ſaid *W. F.* hereby acknowledged: *Now* the ſaid *T.* (for and on the behalf of the ſaid *E. M.* and by virtue of a power her to him in that behalf given, for himſelf, his executors and admin trators, *Doth* hereby covenant and agree to and with the ſaid *W. F.* executors and aſſigns, that the ſaid *E. M.* his heirs or aſſigns, ſhall will, on or before the —— day of ——— now next enſuing, duly e cute and deliver a good and ſufficient demiſe or leaſe of the ſaid two ſuages, with their appurtenances, unto the ſaid *W. F.* his executo adminiſtrators and aſſigns, for the ſaid term of 21 years, to commen and determine in manner as aforeſaid, *At* the ſaid yearly rent of —— and with and under ſuch exception, covenants, and power of re-entr as are herein before mentioned and expreſſed: *And* the ſaid *W. F. D.* hereby for himſelf, his executors and adminiſtrators, covenant and ag to and with the ſaid *T. W.* and his aſſigns, in manner as follows; that he the ſaid *W. F.* on or before the ſaid * —— day of —— and will lay out or cauſe to be laid out the ſaid ſum of 210*l.* or ſo mu thereof as ſhall be ſufficient, in the making of ſuch good and ſubſtan repairs, alterations and amendments, in and to the ſaid two meſſua and premiſſes, in manner as aforeſaid; *And alſo* ſhall and will (wh required) produce and ſhew unto the ſaid *E. M.* her heirs or aſſigns, and every the ſeveral workmen's bills, with their reſpective receipts the making of ſuch reparations, alterations and amendments in to the premiſſes; and in caſe the ſaid ſum of 210*l.* ſhall not ſo laid out, and there ſhall be a ſurplus thereof, then and in ſu caſe, he the ſaid *W. F.* his executors or adminiſtrators, ſhall th pay all ſuch ſurplus money to the ſaid *E. M.* her heirs or aſſig *And further*, That he the ſaid *W. F.* ſhall and will accept of leaſe ſo to be made to him as aforeſaid, and at the ſame ti ſhall and will ſeal, execute and deliver a counterpart of ſuch leaſe the ſaid *E. M.* her heirs or aſſigns; *And* it is hereby mutually agr between the ſaid parties, that in caſe the ſaid ſum of 210*l.* ſhall not ſufficient to make ſuch neceſſary repairs as aforeſaid, and that the *W. F.* ſhall actually diſburſe, and by proper vouchers make it app that he hath laid out of his own monies above the ſaid 210*l.* in ſo do then and in ſuch caſe the ſame ſhall be allowed to him out of the rent to be by him paid as aforeſaid. (*A penalty may be added at pl*

Leſſee covenants to lay out 210*l.* in repairs.

and produce workmen's bills.

Tenant to accept a leaſe, and ſeal, &c. counterpart.

If the 210*l.* be not ſufficient, more to be allowed out of rent.

In witneſs, &c.

* A Receipt to be indorſed for the 210l.

Agreement to let Houſes, &c. and for the Sale of the Materials of the Houſes to be pulled down, and to execute a Leaſe of the Premiſſes.

icles of Agreement, indented, &c. *Between J. S.* of, &c. of the ne Part, and *T. D.* of, &c. of the other Part, as followeth, (that to ſay,)

HE ſaid *J. S.* doth hereby let unto the ſaid *T. D.* his executors, adminiſtrators and aſſigns, and the ſaid *T. D.* doth hereby take of ſaid *J S.* all, &c. for the term of —— years from, &c. next enſu- the date hereof, at the yearly rent of —— payable quarterly; *And* ſaid *J. S.* for and in conſideration of the ſum of —— to be paid by the ſaid *T. D.* as hereunder is mentioned, *Doth* hereby grant ſell unto the ſaid *T. D All* the bricks, timber, lead, glaſs windows, ſcot, and other materials of the houſes and buildings, now built and ing on the ſaid demiſed premiſſes, and of right belonging to the ſaid and doth give him full liberty to take down, carry away and diſ- thereof, to and for his own proper uſe and benefit; *And* the ſaid *J.* h hereby for himſelf, his heirs, executors and aſſigns, covenant, iſe and agree, to and with the ſaid *T. D.* his executors, adminiſ- and aſſigns, that he the ſaid *J. S.* his heirs or aſſigns, on or be- the, &c. will grant and execute unto the ſaid *T. D.* his executors, iniſtrators or aſſigns, at, &c. a good and ſufficient leaſe of the ſaid and premiſſes, with the appurtenances, for the aforeſaid term of years, at the yearly rent of —— payable as aforeſaid; *In* which eaſe ſhall be inſerted and contained all covenants, clauſes and provi- uſually contained in leaſes of wharfs in *London*, and a covenant on art of the ſaid *T. D.* to pay unto the ſaid *J. S.* his heirs or aſſigns, ſum of —— before he begins to take or pull down any part of the houſes or buildings now ſtanding on the ſaid premiſſes: and like- another covenant from the ſaid *J. S.* his heirs and aſſigns, to repay aid ſum of —— to the ſaid *T. D*, his executors or aſſigns, imme- ly after he or they ſhall lay out and diſburſe the ſaid ſum of —— in ing and fitting up a new houſe on the ſaid premiſſes, or ſome part eof; *Which leaſe* ſo to be granted as aforeſaid, the ſaid *T. D.* for ſelf, his executors and aſſigns, doth covenant and agree with the ſaid S. his heirs and aſſigns, to accept of, and at the ſame time and place and execute a counterpart thereof to the ſaid *J. S.* his heirs and aſ- . *In witneſs*, &c.

Agreement

Agreement for letting ſeveral old Houſes, which are to be pulled down, a new ones built; and that as ſoon as they are built, theſe Articles to delivered up, and that in lieu thereof the landlord ſhall grant new Lea of the ſame Houſes.

Articles, &c. *Between A. B.* of, &c. of the one Part, and *C. D.* &c. of the other Part, as follows, *viz.*

Conſideration. THE ſaid *A. B.* in conſideration that the ſaid *C. D.* his execute &c. at his or their own proper coſts and charges, is and are pull down the buildings herein after mentioned, and lay out the ſ of ——— in the new erecting, building and compleatly fin ing, upon the piece or parcel of ground herein after mention good new ſubſtantial brick meſſuages or tenements, as alſo for in conſideration of the rents, covenants and agreements herein a in and by theſe preſents reſerved, mentioned and contained, on part and behalf of the ſaid *C. D.* his executors, &c. to be p

Leaſe. &c. *hath* demiſed, leaſed, and to farm letten, and by, &c. &c. *all* that, &c. *(habendum, reddendum and covenants, as in Leaſ*

Covenant to pull down old houſes, and build new ones. and that he the ſaid *C. D.* his, &c. ſhall and will, within ſpace of, &c. at his and their own proper coſts and charges, down and demoliſh all and every the ſaid meſſuages or tenem now ſtanding or being in or upon the ſaid piece or parcel ground hereby demiſed, and ſhall and will, in the room and p thereof, at his and their like proper coſts and charges, erect, b and finiſh, new good and ſubſtantial brick meſſuages or tenem in a good, ſtrong, ſubſtantial and workman-like manner, with go ſound and ſubſtantial materials, and with ſound good timber, the front of the ſaid new meſſuages, and all and every the and backs of all the chimnies of the ſaid ſeveral new meſſua &c. ſhall be of good well-burnt bricks, and ſhall make, place put ſaſh-windows, and no other, in all and every the rooms wh ſhall be one ſtory above the ground floor of the ſaid ſeveral meſſuages, &c.

What the tenant ſhall lay out in building. *And that* he the ſaid *C. D.* his, &c. ſhall and lay out and expend the ſum of, &c. in erecting and building ſaid, &c. as aforeſaid:

Party walls to be made. *And further*, that he the ſaid *C. D.* &c. ſhall and will, in building upon the premiſſes hereby demiſ at his and their own proper coſts and charges, build the part walls of all ſides of the ſaid new-erected meſſuages, (if neceſſ ry) and after the ſame are ſo erected and built, he the ſaid *C. D.* his, &c. ſhall and will permit and ſuffer any of the tenants of the ſaid *A. B.* his, &c. to make uſe of ſuch party-walls, without rendering or paying any thing or conſideration for the ſame;

Diſputes to be referred to the leſſor. *And alſo* that in caſe any diſpute or diſputes ſhall ariſe or happen between the ſaid *C. D.* his, &c. and any other tenant or tenants of the ſaid *A. B.* his, &c. of or concerning any meſſuage or meſſuages, ground or buildings rear or next adjoining to the premiſſes hereby demiſed, or any part thereof, touching ſuch or any other party-wall or walls, lights, annoyances, or any other matter, cauſe

nſe or thing whatſoever, of, touching or concerning the pre-
iſſes hereby demiſed, and ſuch near or next adjoining meſſuage,
. that ſuch diſpute or difference ſhall be referred to the arbi-
ion and determination of the ſaid *A. B.* his, &c. *And* that he
ſaid *C D.* his, &c. ſhall ſtand to, perform and abide the award
order of the ſaid *A. B.* his, &c, in that behalf, by him or
n to be had and made in writing under his or their hand or
ds; or otherwiſe, in caſe the ſaid *C. D.* his, &c. ſhall not ſtand
perform, and abide ſuch award or order as aforeſaid, that then
ſaid *C. D.* his, &c. ſhall forfeit and pay unto the ſaid *A. B.*
&c. the ſum of, &c. *And alſo* that he the ſaid *C. D.* his, &c.
in one month after the building and finiſhing of the ſaid new
ages or tenements ſhall and will give and render to the ſaid
B. his, &c. a juſt and true account thereof, and of all diſ-
ments and monies laid out and expended in and about the
, to the end that it may appear that ſuch ſum of —— hath
ſo laid out and expended: *And further* that he the ſaid *C.*
his, &c. ſhall and will from time, &c. from and after the ſaid
meſſuages, &c. which ſhall be erected, built and finiſhed as
ſaid, when and as often as need ſhall be and require, at his
their own proper coſts and charges, well and ſufficiently re-
&c. *(See* Tit. *Leaſes. At the end of the term to leave wain-*
&c. *faſtened to the premiſſes. The landlord to enter and view*
pairs. Covenant for peaceable enjoyment, &c. *as in Leaſes.*) *And*
It is hereby agreed by and between the ſaid parties to, &c.
the ſaid *C. D.* for himſelf, his, &c. doth hereby covenant, &c.
nd with the ſaid *A. B.* his, &c. that he the ſaid *C. D.* his, &c.
and as ſoon as he or they ſhall have pulled down the ſaid pre-
s and rebuilt the ſaid meſſuages, according to the true intent
meaning of theſe preſents, ſhall and will ſurrender and yield
theſe preſents, and in lieu thereof accept of three leaſes for
then remainder of the ſaid term of, &c. of the ſaid new-
ed premiſſes; the ſaid new-erected premiſſes being equally di-
d into thirds, and there being reſerved on each leaſe the yearly
of, &c. and ſubject to the covenants and agreements contained
eſe preſents (except thoſe for rebuilding and laying out ——*l.*)
the ſaid *A. B.* does hereby agree upon demand of the ſaid *C.*
his, &c. to grant the ſaid three leaſes as aforeſaid, which ſaid
are to be made and prepared by the agent or attorney of the ſaid
B. at the ſole coſts and charges of the ſaid *C. D.* his, &c. or ſome
hem. *In witneſs,* &c.

After the houſes are rebuilt, an account to be given of the expences.

Tenant to keep them in repair, &c.

Agreement, that as ſoon as the houſes are built the tenant ſhall deliver up theſe articles, and the landlord ſhall grant new leaſes.

A Memorandum

A Memorandum for a Building Leaſe.

Memorandum, It is hereby mutually covenanted and agreed by and between *E. P.* of, &c. and *W. N.* of, &c. Carpenter, as follows, *viz.*

THAT (in conſideration that the ſaid *W. N.* hath agreed to build two or more new brick meſſuages or tenements on the piece of ground herein after mentioned, and in ſuch manner as after expreſſed) ſhe the ſaid *E. P.* as well for herſelf as alſo for and on the behalf of her ſon *T. P.* eſq; and for their reſpective heirs and aſſigns, *Doth* hereby covenant with the ſaid *W. N.* his executors, adminiſtrators and aſſigns, as follows, (*viz*) That it ſhall and may be lawful to and for the ſaid *W. N.* his executors, and aſſigns. at his or their charge forthwith wholly to pull and take down the two old houſes, and all buildings now ſtanding upon the ſaid piece of ground, and all the timber, bricks, and other materials thereof to carry away, convert, ſell or diſpoſe thereof, to and for his and their own uſe and benefit, in ſuch manner as he or they ſhall think fit, without being liable to render or give any account for the ſame unto the ſaid *E. P.* or *T. P.* or either of them. *And* that they the ſaid *E. P.* and *T. P.* their heirs or aſſigns, ſhall and will, at the requeſt and charge of the ſaid *W. N.* his executors or aſſigns, make and duly execute and deliver unto him and them, one or more good and ſufficient leaſe or leaſes, whereby the ſaid *E. P.* and *T. P.* their heirs or aſſigns; ſhall demiſe and let unto the ſaid *W. N.* the ſaid piece or parcel of ground, ſituate, &c. containing the dimenſions following, *viz.* on the Eaſt ſide thereof 48 feet, on the South ſide thereof 50 feet, on the Weſt ſide thereof 38 feet and 6 inches, and in part of the North ſide thereof 46 feet and 6 inches, and on the other North part thereof 17 feet and 11 inches, be the ſame ſeveral dimenſions reſpectively more or leſs, which ſaid piece of ground, together with the abuttals thereof, are more particularly delineated and deſcribed in a plan or ground-plot thereof hereunto annexed; *To hold* unto the ſaid *W. N.* his executors, adminiſtrators and aſſigns, from *Lady-day* now next enſuing the date hereof, for and during, and unto the full end and term of 61 years from thence next enſuing; *Yielding and paying* therefore unto the ſaid *E. P.* and *T. P.* their heirs and aſſigns, for the firſt year of the ſaid term, the rent of one pepper-corn only, and for the laſt 60 years of the ſaid term the yearly rent or ſum of 15*l.* the ſame yearly rent to be paid quarterly on the four feaſts or quarter-days following, *viz.* &c. by four equal proportions; the firſt of which quarterly payments to begin, &c. *In* which ſaid leaſe or leaſes ſhall be contained ſuch covenants as are uſually inſerted in *London* building leaſes, as well on the part of the leſſors as of leſſees, and alſo the uſual proviſo or condition for leſſors to re-enter on the ſaid leaſed premiſſes in caſe of non-payment of the ſaid yearly rent of 15*l.* within 21 days next after each quarter's rent due for the ſame. *And* the ſaid *W. N.* (in conſideration of the premiſſes) *Doth* hereby for himſelf, his executors, adminiſtrators and aſſigns, covenant and agree with the ſaid *E. P.* her heirs

and

id aſſigns, in manner as follows, *viz.* That he the ſaid *W. N.* his, t. ſhall and will, at his and their own proper coſts and charges, forth- th pull and take down the ſaid two old meſſuages or tenements now nding on part of the ſaid ground, and clear away all the old materials reof; and alſo, That he the ſaid *W. N.* his, &c. or ſome or one of n, ſhall and will, at his and their like proper coſts and charges, on before the, &c. erect, build, ſet up, tile, and in all reſpects com- tely finiſh in a good workman-like manner, upon the ſaid piece of und ſo to be demiſed as aforeſaid, or upon ſome part thereof, two or e good and ſubſtantial new brick meſſuages, tenements or dwelling- ſes, with cellars and vaults of ſuch proper dimenſions, and with party walls, conveniencies and other neceſſaries to the ſame as ſhall requiſite and fitting, according to the manner of building new s, as now uſed in *London*; *And* that the ſaid two new houſes be built in front next the ſaid court, to range with the ſaid two meſſuages there now built by the ſaid ——, and that as to the up- oft of the ſaid two houſes ſo to be built, the ſame ſhall not exceed, d or be above two feet forward in building than the ſaid houſe adjoining on the Weſt, and lately purchaſed by *W. W.* *And* alſo he the ſaid *W. N.* his executors, adminiſtrators or aſſigns, on the ing to him or them of ſuch leaſe as aforeſaid, ſhall at his or their ges then duly execute and deliver a counterpart of ſuch leaſe to the thereof. *And laſtly*, That ſuch leaſe ſhall be made by ſuch perſon erſons as ſuch leſſor ſhall direct or appoint to make the ſame. *In ſs*, &c.

ment between a Company in London, *and a Bricklayer, for executing a Building Leaſe.*

a General Court of the Worſhipful Company of M. *London*, held t their Hall on —— the —— Day of —— *Anno Domini* ——.

is agreed, That *J. L.* of, &c. citizen, tiler and bricklayer, of *London*, ſhall have a leaſe of the ground and old houſes ſtanding con, ſituate, &c. (late in leaſe to *S. T.* eſq;) *To hold* for fifty-one s from *Midſummer* 17—. *Yielding and paying* therefore to the ſaid pany, by quarterly payments, the rent or ſum of 32*l. per ann.* dur- the ſaid term, free and clear of all manner of taxes, aſſeſſed or to ſeſſed by authority of parliament or by any other power or authority tſoever, which ſaid taxes are to be paid and diſcharged by the tenant ing the ſaid term: *And* the ſaid *J. L.* in conſideration thereof, doth by covenant for himſelf, his executors, adminiſtrators and aſſigns, nd with the ſaid company and their ſucceſſors, that he the ſaid *J. L.* executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will hin two years from the date hereof, lay out and expend the ſum of l. of lawful *Britiſh* money, in re-building the ſaid houſes, and alſo l and will employ the old materials in and about rebuilding the e; and will ſchedule all the things fixed or faſtened to the premiſſes en the building is finiſhed, and the leaſe is to contain theſe and ſuch

other covenants as are contained in the laſt leaſe made of the premi
and will execute a counterpart thereof upon demand, and pay the
tomary fees for the ſame: *And W. R.* of, &c. eſq; for himſel
heirs, executors and adminiſtrators, doth covenant, promiſe and
to and with the ſaid company and their ſucceſſors, that the ſaid
or the ſaid *W. R.* or one of them, or their or ſome or one of their
cutors or adminiſtrators, ſhall and will expend and lay out the ſaid
of lawful *Britiſh* money, in rebuilding the ſaid houſes within two
from the date hereof; and when the building is finiſhed, will ſe
all the things to the ſaid leaſe which is to contain theſe and ſuch
covenants as were contained in the laſt leaſe made of the premiſſes:
further, the ſaid *J. L.* or *W. R.* their executors, adminiſtrators
ſigns, or ſome or one of them, ſhall and will, during the ſaid ter
the ſaid rent of 32*l. per ann.* as the ſame ſhall become due, in
aforeſaid, and obſerve, perform and keep all other the covenants
ſaid leaſe to be made to the ſaid *J. L.* *In witneſs* whereof the ſ
L. and * *W. R.* bind themſelves, their heirs, executors and adm
tors, unto the ſaid wardens and commonalty and their ſucceſſors,
penal ſum of 500*l.* the day and year aboveſaid.

* See Tit. *Bonds* for *W. R's* Bond of Indemnity

*An Agreement for the Leſſor to make a Leaſe of ſeveral Cloſes of M
for the Remainder of his Term of Years unexpired, except one
the Leſſee to pay the Leſſor, on being put in Poſſeſſion, for the L
Improvements; to pay Rent, to dung the Ground, Repair, but not
for Gravel, &c. and that if the Leſſor takes a new Leaſe, he ſhall
make a new Leaſe to his Leſſee, and to make a Leaſe of other L
Premiſſes, of which the Tenant is ejected.* Habend. *from the T
his being reſtored, he having for Non-payment of Rent filed a Bill in
cery, for Relief; the Tenant's Leſſee to pay off the Arrears to the
nal Landlord; Liberty to dig for Gravel,* &c.

Articles, &c. *Between B. K.* of, &c. and *M. L.* of, &c.

Original leaſe. WHEREAS the ſaid *B. K.* is poſſeſſed by virtue of a leaſe
R. J. of, &c. for ſeveral years yet to come, of and in a
field or meadow, &c. two other fields, &c. *(giving a deſcription.*
Improvements. Tit. *Parcels.) And whereas* the ſaid *B. K.* hath improved the
lands by laying dung thereon and otherwiſe: *Now it is agreed* by
Agreement to make an under leaſe. between the ſaid parties to theſe preſents, and the ſaid *B. K.* doth
by agree to demiſe unto the ſaid *M. L.* the ſaid fields, &c. for and
ing all the time and term of years which the ſaid *B. K.* hath therein
Covenant to pay for improvements. to come, except one month, to commence at, &c. *In conſider*
whereof, the ſaid *M. L.* doth covenant and agree to pay down to
ſaid *B. K.* upon the ſealing and executing the ſaid leaſe by the ſaid
K. or upon his being put in poſſeſſion of the ſame, the ſum of —
of, &c. in recompence and towards ſatisfaction of ſuch improvemen
Rent. the ſaid *B. K.* hath made on the premiſſes: (M. L. *covenants to
rent:*) *And* the ſaid *M. L.* doth agree to lay or cauſe to be

rly in each of the three laſt years of the ſaid term, hereby agreed to
ſet, ——— loads of dung upon each —— acres of the premiſſes Dung.
eby agreed to be demiſed; *And* to keep the fences, gates, rails,
s and ſtiles in good repair during the ſaid term; *And ſo* to yield Repairs.
nd leave the ſame at the end and determination of the ſaid term;
to pay all taxes, duties and impoſitions laid or to be laid on the Taxes.
miſſes during the ſaid term; *And* the ſaid *M. L.* doth alſo agree Not to dig for
to dig for gravel or brick-earth, or to plough or convert into til- gravel, &c. or
any of the ſaid premiſſes ſo to be demiſed; and if he ſhall ſo do, to plough, &c.
rfeit —— *l. per* acre for every acre yearly, which he ſhall dig or the premiſſes.
ert into tillage as aforeſaid: *And* the ſaid *B. K.* doth hereby agree, Agreement as
in caſe he ſhall at any time hereafter take a new leaſe of the ſaid to a new leaſe.
miſſes from the ſaid, &c. that then he the ſaid *B. K.* ſhall and will
a new leaſe thereof to the ſaid *M. L.* at and under the ſame year-
nt which the ſaid *B. K.* now pays to the ſaid *R. J.* for the ſame,
or and during the term of ſuch new leaſe, except a month or there-
s, without any fine or income to be paid by the ſaid *M. L.* for
leaſe; and the ſaid *M. L.* is to hold the ſame under the ſame co-
nts as the ſaid *B. K.* ſhall be obliged to hold the ſame by and from
ſaid *R. J.* his, &c. *And whereas* the ſaid *B. K.* in right of *F.* his Recital of
, who was the relict and executrix of *C. B.* by virtue of a leaſe from right to other
W. and *R. W.* unto the ſaid *C. B.* is poſſeſſed of or intereſted in *all* leaſehold
cloſes, &c. late in the tenure or occupation of the ſaid *B. K.* *And* premiſſes;
as the ſaid *B. K.* or thoſe under whom he claims, have built and which is built
d upon part of the ſaid premiſſes, a meſſuage, tenement or inn, upon;
alled, &c. *And whereas* the ſaid *M. W.* and *R. W.* have lately but the tenant
d upon and taken poſſeſſion of the ſaid premiſſes by virtue of a judg- is ejected for
in ejectment for non-payment of the rent reſerved on the ſaid non-payment
and the ſaid *B. K.* hath exhibited his bill in chancery to be reliev- of rent.
inſt the ſame: *Now it is agreed* between the ſaid *B. K.* and *M.* Agreement to
demiſe the ſaid laſt mentioned premiſſes) *To have and to hold* the demiſe the
from the time that the ſaid *B K.* ſhall be reſtored to the poſ- premiſſes as
n thereof by the ſaid court of chancery, for and during all ſuch ſoon as reſtor-
or term as ſhall be then to come in the ſaid leaſe, except one quar- ed.
a year, and under the yearly rent hereafter mentioned, and under
me covenants as are contained in the ſaid leaſe or on the leſſee's
o be done or performed, and the agreements in theſe preſents con-
d: *And* the ſaid *B. K.* doth agree to put the ſaid meſſuages or te- To be put in
nt and out-houſes thereunto belonging, in good and tenantable re- repairs.
And the ſaid *M. L.* doth covenant and agree to pay, or cauſe to Rent.
id, unto the ſaid *B. K.* his, &c. for the ſaid meſſuage or inn the
y rent or ſum of, &c. by quarterly payments, at, &c. and alſo to
for the ſaid fields or cloſes of paſture ground, the yearly rent
—— *l. per* acre *per annum* for every acre thereof, by quarterly pay-
s as aforeſaid. *And* the ſaid *M. L.* doth covenant and agree to Premiſſes to be
and leave the ſaid meſſuage or inn, and out-houſes, ſheep-pens, left in repair.
, ſtiles, rails and fences, in good and ſufficient repair. *And* it is Liberty to dig
er agreed by and between the ſaid parties to theſe preſents, that gravel.
id *B. K.* ſhall have liberty to dig gravel in the field commonly call-
&c. parcel of the premiſſes hereby demiſed, or intended to be de-
d, at all times during the ſaid term, and liberty to fetch and carry
the ſame. *And* the ſaid *B. K.* is to fill up the pits again from Pits to be
time filled up.

time to time with good earth or ſoil, at his own charge, and to pay or allow out of the rent of the ſaid cloſes —— *l.* yearly for every acre that he ſhall ſo dig, or cauſe to be dug for gravel; ſo proportionably for a greater or leſſer quantity than an acre, until the ſame ſhall be filled again. *And* it is further agreed, that the ſaid *M. L.* ſhall have re and pay down —— *l.* for and upon the account and behalf of the ſaid *K.* at ſuch time and place as the court of chancery ſhall appoint and rect the ſaid *B. K.* to pay ſuch ſum of money as ſhall be due and in ar to the ſaid *R. W.* and *M. W.* or either of them, for rent of the miſſes above mentioned, with other lands demiſed, by them by leaſe before mentioned. *And* the ſaid *B. K.* is to give to the *M. L.* ſuch ſecurity for the repayment thereof and intereſt, both parties ſhall agree upon and think ſufficient. *In* &c.

The under-le ſee to pay the original landlord his money.

Security to be giv-n him for ſuch money.

An Agreement for making an Aſſurance of Land in Fee under a yearly R for the Grantee to build a Houſe thereupon, with ſpecial Limitations it ſhall be built, as to Height, Front, Pavement, &c.

Articles, &c. *Between H. E.* of, &c. of the one Part, and *A. S.* &c. of the other Part, as follows:

Covenant to grant.

THE ſaid *H. E.* and his truſtees ſhall and will, at the requeſt, and charges of the ſaid *A. S.* by good aſſurance in the law, vey and aſſure to him the ſaid *A. S. All* that piece or parcel of gro &c. in the pariſh of, &c. in the county, &c. containing in f —— feet, and in depth backwards —— feet, lying between the o ground of the ſaid *H. E.* on the South, and other ground of the ſaid *E.* on the North; one head or end thereof abutteth upon the inte piazza there towards the Eaſt, and the other head or end thereof a teth upon the yards or gardens of, &c. towards the Weſt, and all eſtate, &c. in or to the ſaid, &c. or of, in or to any part or p thereof; except and always reſerved to the ſaid *H. E.* his heirs and ſigns, free liberty of ingreſs, egreſs and regreſs into and from the ſta of the ſaid *A. S.* belonging to the ſaid houſe already built there, his and their ſervants, horſes, coaches and other carriages of all k whatſoever, in, by and through a way or paſſage made, or intended to made, at the lower end of the ſaid piece or parcel of ground, &c. of a —— feet wide; *To have and to hold* the ſaid piece or parcel of gro except as before excepted, unto the ſaid *A. S.* his heirs and aſſigns, the only uſe and behoof of the ſaid *A. S.* his heirs and aſſigns for ev *Yielding and paying*, therefore to the ſaid *H. E.* his heirs and aſſ yearly and every year for ever, the yearly rent or ſum of, &c alway the feaſts of, &c. by even, &c. the firſt payment, &c. *(inſert here, t in ſuch aſſurance there ſhall be clauſes of diſtreſs and re-entry, and the cov covenant to pay the rent.)* *And* that he the ſaid *H. E.* his heirs and ſigns, ſhall not be interrupted in coming to the ſaid ſtables, yard houſe of the ſaid *H. E.* in, by and through the intended way aforeſ by him the ſaid *A. S.* his heirs or aſſigns, or any claiming or d riving title to the premiſſes, by, from or under him, them or any

Habend' in fee.

Rent.

Not to be interrupted in a way.

m. *And* the ſaid *A. S.* for himſelf, &c. doth covenant, &c. to and Covenant tha
h the ſaid *H. E.* his, &c. by theſe preſents, that he the ſaid *A. S.* grantee will
&c. ſhall and will at his and their own proper coſts and chargee, build a houſe
& and build, or cauſe to be erected, and builded, in and upon the on the ground.
piece or parcel of ground, before the, &c. which ſhall be in the
of our Lord, &c. one ſufficient houſe of brick —— ſtories high,
des the cellars and garrets, fronting to the aforeſaid, &c. that ſhall
up in a continued building the whole front of the ſaid ground, to
e in a ſtrait line with the houſes of the ſaid *H. E.* already built
, on that ſide of the ſaid intended piazza; and in building the The front
houſe, ſhall and will obſerve and keep ſuch ſcantlings in his timber, ſcantlings in
neſs in his walls, height of his ſtories, and ornaments in his front, timber, thick-
s obſerved and kept by the ſaid *H. E.* in building of his houſe, neſs in walls,
te in the Eaſt ſide of the intended piazza called, &c. with liberties height in ſto-
to erect balconies, and to place the door of entrance into the ſaid ries, door,
e in the middle of the front, or at one end thereof; and that the roof.
of the ſaid houſe ſhall be ſo pitched as that it ſhall ſhed forwards
ſaid intended piazza, with windows therein as in the roof of the
e of the ſaid *H. E.* and that he the ſaid *A. S.* his heirs and aſſigns,
and will reimburſe and pay to the ſaid *H. E.* his executors and aſ-
, the whole charge of ſo much of the common ſewer or drain of Common
s as lieth before the front of the ſaid piece of ground in the ſaid in- ſewer.
d piazza, and ſhall and will bear and pay a juſt and due proporti- Proportionable
e part of the charges of making and paving of the ſaid intended part of charges.
or paſſage, to be made at the Weſt end of the ſaid piece of ground,
the yard of the ſaid *H. E.* to the ſtreet there, called, &c. accord-
44 feet ſhall bear in proportion to 200 feet, which is the whole
of that quarter; and alſo juſt and due proportionable part (to be
nted as aforeſaid) of the charges of keeping and maintaining the
ntended way or paſſage in due and good repair, and alſo of the mak-
nd maintaining a ſmall ſewer or drain of bricks to be laid in the ſaid
led way or paſſage, for the carrying off the waſte water from the
s built or to be built there, between the ſaid ſtreet called, &c. and
aid houſe of the ſaid *H. E.* And ſhall and will pave the intended, Pavement.
—— feet in breadth all along before the front of the ſaid piece of
nd hereby agreed to be granted, —— feet whereof, adjoining to
aid intended houſe, ſhall be with ſquare ſtone, and raiſed about
inches above the other paving; and ſhall and will pay for the par-
lls and gutters on the North and South ſides of the ſaid piece of
nd, and at the Weſt end thereof, ſo ſoon as he or ſhe ſhall begin to
the intended front houſe aforeſaid; and ſhall and will begin to when to be
and build the ſaid houſe to front the intended piazza, immediate- built.
rom the date of theſe preſents, or otherwiſe will forfeit the ſum of,
Nomine pœnæ. *And* the ſaid *H. E.* for himſelf, his, &c. doth co- *Nomine Pœnæ*
nt, &c. to and with the ſaid *A. S.* his, &c. by theſe preſents, that Covenant to
he ſaid *H. E.* his, &c. his and their truſtees, ſhall and will, upon convey the
eſt as aforeſaid, and at the proper coſts and charges in the law of premiſſes.
ſaid *A. S.* his, &c. convey and aſſure the ſaid, &c. and premiſſes to
the ſaid *A. S.* his, &c. in manner aforeſaid, with warranty, and
nants againſt him and them, his and their truſtees reſpectively, and
perſons lawfully claiming, or to claim, by, from or under him or
m reſpectively; and with further covenants from the ſaid *H. E.* to

pay

Rent to the king.

pay and discharge to the king's majesty, his heirs and successors, such rents and arrears of rents, as are reserved out of the said premi with other the lands of the said *H. E.* in, &c. aforesaid, and are, or hereafter shall or may be due and payable for the same, that the said piece and parcel of ground, nor the house thereupon so be builded, may not be any ways charged with the same, or any thereof. *In witness*, &c.

Concerning passing Crown Lands leased in Reversion under the G Seal, &c.

Articles, &c. *Between A. B.* of, &c. and *C. D.* of, &c.

WHEREAS it hath pleased the king's most excellent ma of his gracious favour to bestow upon the said *A. B.* a le reversion, without fine, to his own use, of so much of his high lands, tenements, &c. answerable in the court of exchequer, as amount to the clear yearly value of 80*l.* or thereabouts, as by a wa in that behalf made may appear, which said warrant and lease is re on, and all the benefit that thereof shall or may arise, the said *A Doth* by these presents, for the consideration hereafter expressed, gain and sell unto the said *C. D.* his, &c. and which said lease is r sion the said *C. D.* for him, his, &c. doth covenant and grant, by presents, to fill and supply with lands, tenements and hereditam amounting to the value aforesaid, with as much convenient speed a can or may. *And* the said *A. B.* doth by these presents, for hi his, &c. covenant and grant to and with the said *C. D.* his, &c. in following, *viz.* that it may and shall be lawful to and for the said *C.* his, &c. for and under the consideration hereafter mentioned, to take and enjoy to his and their own proper use and behoof, the warrant and lease in reversion, and all the benefit, profit and comm which shall arise, come, grow or be upon the same, or for, by or in respect thereof, and that he the said *A. B.* his, &c. or som them, shall and will, with all convenient expedition, after the same lue is so filled up and ingrossed in parchment, and ready to be sig at his or their own costs and charges, procure his majesty to sign same, and the same bill so signed shall deliver, or cause to be vered, unto the said *C. D.* his, &c. which said bill, so signed and vered to the said *C. D.* as aforesaid, he the said *C. D.* for him, &c. doth covenant and grant, at his, her or their own proper costs charges, with as much convenient speed as he or they can or may, pass from his majesty under the signet, privy seal and great seal. *further*, the said *A. B.* doth by these presents covenant and promise him, his, &c. to and with the said *C. D.* his, &c. that if the lease in reversion shall be granted from his majesty in the name or na of them the said *A. B. E. F.* or any of them, or of any other per or persons by his appointment, or to or for his use, that then they same patentee or patentees to whom the same letters patent shall be granted, their, &c. shall and will, at the costs and charges in l law of the said *C. D.* his, &c. within ten days next after the said le

in reverſion ſhall be paſſed under the great ſeal of *England* as aforeſaid, convey or cauſe to be conveyed the ſaid leaſe in reverſion, and all and every the ſeveral parcels of lands, tenements and hereditaments thereby demiſed and granted, and all their eſtate and intereſt in and to the ſame, unto the ſaid *C. D.* his, &c. or to ſuch other perſon or perſons as he the ſaid *C. D.* his, &c. ſhall nominate and appoint, in ſuch ſort, manner and form, as in like caſes is uſed: *In conſideration* whereof the ſaid *C. D.* doth covenant, promiſe and grant, for himſelf, his, &c. by theſe preſents, to and with the ſaid *A. B.* his, &c. and every of them, in manner, &c. that if the ſame premiſſes ſhall be paſſed and granted from his majeſty, under the great ſeal of *England*, for the term of 20 years, that then he the ſaid *C. D.* his, &c. ſhall and will pay, or cauſe to be paid, unto the ſaid *A. B.* his, &c. ſo much lawful, &c. as the premiſſes which ſhall be paſſed and granted from his majeſty by letters patent as aforeſaid, ſhall amount unto, after the rate of 11 years fine; and that if the ſame premiſſes ſhall be paſſed as aforeſaid for the term of 30 years, that then the ſaid *C. D.* his, &c. ſhall pay, or cauſe to be paid, unto the ſaid *A. B.* his, &c. ſo much lawful, &c. as the ſame premiſſes ſhall amount unto after the rate of 13 years fine; and that it, &c. (*reciting at length every rate and fine accordingly, paying for every ten years increaſe two years fine,*) and that all ſuch ſum and ſums of money as ſhall ariſe or be payable after the rate aforeſaid, ſhall be paid at or in, &c. the one moiety thereof within ten days next after the ſealing of the ſaid letters patent, and the other moiety thereof within three months then next following.

Another Agreement for paſſing a Leaſe of Lands granted by the Crown in Reverſion.

WHEREAS the ſaid *E. F.* hath already delivered unto the ſaid *C. D.* a particular in parchment under the hand of *J. H.* auditor of the county of *C.* of a meſſuage or tenement called *E* in the ſame county, parcel of the manor of *S.* and parcel of the poſſeſſions of the biſhopric of *Ely*, of the yearly rent of 4*l.* of lawful money of *England*, the ſaid *C. D.* for him, his executors and adminiſtrators doth covenant and grant to and with the ſaid *E. F.* his executors and aſſigns, by theſe preſents, that the ſame *C. D.* ſhall and will do his beſt endeavour, with as much convenient ſpeed as he can or may, to procure and get the ſame premiſſes, with their appurtenances, to be paſſed and granted at the rent aforeſaid, amongſt other things, in reverſion from his majeſty, by letters patent under the great ſeal of *England*, for ſuch term of years as his highneſs ſhall be pleaſed to grant: *In conſideration whereof* the ſaid *E. F.* for himſelf, his, &c. doth covenant and grant to and with the ſaid *C. D.* his, &c. by theſe preſents, in manner and form following, viz. That if the ſame premiſſes ſhall be granted from her majeſty by letters patent as aforeſaid, for the term of 21 years in reverſion, that then he the ſaid *E. F.* his, &c. ſhall and will well and truly pay, &c. unto the ſaid *C. D.* his, &c. ſo much lawful money of *England*, as the premiſſes aforeſaid ſhall amount unto, after the rate of 13 years fine; and if for 30 years, then after the rate of 15 years fine: and if for 40 years,

40 years, then after the rate of 17 years fine; and if for 50 years then, &c. *(as before)* and that all ſuch ſum and ſums of money as ſhall ariſe and grow due after the rate aforeſaid, ſhall be paid unto the ſaid *C. D.* his, &c. at or in, &c. in manner and form following, that is to ſay, The one moiety thereof within ten days after the enſealing of the letters patent aforeſaid, and the other moiety thereof together with the ordinary coſts and charges for the paſſing of the premiſſes, within ten weeks then next following; upon the payment of which firſt moiety the ſaid *C. D.* doth covenant and grant, for him, his, &c. by, &c. to and with the ſaid *E. F.* his, &c. and every of them, that the patentee or patentees to whom the ſaid premiſſes ſhall be paſſed by letters patent as aforeſaid, ſhall and will, at the coſts and charges in the law of the ſaid *E. F.* his, &c. convey and aſſure all and ſingular the ſame premiſſes above mentioned, and every parcel thereof, with the appurtenances, unto the ſaid *E. F.* his, &c. or to ſuch other perſon or perſons as he or they ſhall nominate or appoint, clearly diſcharged of all incumbrances done by the patentee, in ſuch manner and form, and with and under ſuch covenants, clauſes and agreements, as in like caſes is uſed; the ſaid *E. F.* his, &c. then making and giving unto the ſaid *C. D.* his, &c. ſuch good and ſufficient ſecurity for the payment of the moiety of the ſum and ſums of money, coſts and charges aforeſaid, as the ſaid *C. D.* his, &c. ſhall then like of and accept. *In witneſs*, &c.

To make an Aſſignment of a Leaſe.

Articles, &c.

WHEREAS *J. B.* hath by his deed indented, dated, &c. demiſed, unto the ſaid *A. B. All* that meſſuage, &c. *To have and to hold* to him the ſaid *A. B.* his, &c. *(reciting the leaſe)* as by the ſaid deed indented more fully appears: *Now* the ſaid *A. B.* for and in conſideration, &c. doth hereby for himſelf, &c. that he the ſaid *A. B.* before the ——— day of ——— ſhall and will, at the coſts and charges of him the ſaid *C. D.* his, &c. by deed indented, aſſure, aſſign and grant over to the ſaid *C. D.* his, &c. the ſaid meſſuage, &c. and all his eſtate, right, title and demand therein; *To have and to hold* the ſaid *C. D.* his, &c. during the reſidue of the ſaid term of years then to come, of, in and to the ſame, by virtue of the ſaid recited indenture, and under the rents, covenants and agreements therein ſpecified. *In witneſs*, &c.

An Agreement for assigning the Remainder of a Term of Years to attend the Fee.

Articles, &c. *Between J. A.* of, &c. of the one Part, and *S. F.* of, &c. of the other Part.

WHEREAS by indenture bearing date, &c. made or mentioned to be made between *T. S.* of, &c. of the one part, and *J. C.* of, &c. of the other part, *The* said *T. S.* for the consideration therein mentioned, *Did* demise and grant unto the said *J. C.* that messuage, &c. unto the said *J. C.* his, *From*, &c. *Unto* the full end and term of 21 years from thence next ensuing, *At* and under the yearly rent of, &c. payable, &c. as in and by the said indenture of lease, relation, &c. *And whereas* the estate and interest of the said *J. C.* in and to the said premisses for the remainder of the said term of 21 years, is by mean assignments come unto and legally vested in the said *J. A.* *And whereas* the said *T. S.* has since conveyed the inheritance of the said premisses unto the said *S. F.* and his heirs: *Now it is hereby agreed* by and between the said parties to these presents, and the said *J. A.* for himself, his, &c. doth covenant, &c. to and with the said *S. F.* his, &c. by these presents, that he the said *J. A.* and all other person and persons having or claiming any estate, title or interest in the said premisses, by, from or under him, or the said *J. C.* shall and will, on or before, &c. next, for the considerations hereafter mentioned, grant, bargain, sell, assign and set over, unto the said *S. F.* his, &c. or to such other person or persons as he shall appoint, the said recited indenture of lease, and all his and their estate, title, interest and term of years yet to come and unexpired, claim and demand whatsoever in and to the said messuage, or tenements and premisses, with the appurtenances, by virtue of the said recited indenture of lease or otherwise howsoever, by such conveyance as counsel shall advise: *In consideration* of which assignment the said *S. F.* doth hereby covenant, promise and agree to pay, or cause to be paid, unto the said *J. A.* his, &c. the sum of, &c. on the said day of, &c. next, deducting thereout all such sum and sums of money as are due and in arrear unto the said *S. F.* of the said yearly rent of, &c. payable by the said recited indenture of lease, until, &c. next, which the said *J. A.* doth hereby promise and agree shall be thereout deducted accordingly. *In witness*, &c.

Lease.

Premisses by mesne assignments vested in *J. A.*

Agreement.

An Agreement to aſſign a Leaſe as a collateral Security for a Debt.

WHEREAS, &c. *(Recital of being ſeiſed of premiſſes for —— years) And whereas* I have this day borrowed of *T. P.* of, &c. the ſum of, &c. for which I have entered into a bond in the penalty of, &c. conditioned for the payment of, &c. on, &c. and have left in his cuſtody the title deeds belonging to the ſaid meſſuage, &c. as a collateral ſecurity for the payment of the ſaid —— *l.* and intereſt: *Now* I do hereby promiſe and agree to and with the ſaid *T. P.* his, &c. that I the ſaid *F. B.* my, &c. ſhall and will upon requeſt, at my coſts and charges, execute unto the ſaid *T. P.* his, &c. a good and ſufficient aſſignment in the law of the ſaid meſſuage, &c. for the remainder of the ſaid term then to come and unexpired, for the better ſecuring the payment of the ſaid —— *l.* and intereſt. *Witneſs* my hand this —— day of, &c.

Articles to aſſign and make a good Title to a Leaſehold Meſſuage (given by Will to Truſtees upon ſeveral Truſts) upon ſeveral Contingencies, &c. and for the Sale of Houſehold Goods.

Articles of Agreement indented, &c. *Between A.* and *B.* of, &c. (two of the three acting Truſtees and Executors, named and appointed in and by the laſt Will and Teſtament of *T. A.* late of, &c. deceaſed) of the one Part, and *C.* of, &c. of the other Part, in Manner as follows:

Recitals. As to the will and truſt.

WHEREAS the ſaid *T. A.* by his laſt will and teſtament in writing, duly executed, bearing date, &c. *Did* thereby (among other things) give and deviſe *all* the reſidue of his real and perſonal eſtate, not therein otherwiſe by him diſpoſed of, unto his truſtees the ſaid *A.* and *B.* and to —— therein named, their heirs, executors, adminiſtrators and aſſigns, upon ſeveral truſts therein expreſſed: *And for upon Truſt*, that they his ſaid truſtees, immediately after his the teſtator's grandſon *T. F.* having attained the age of 21 years, ſhould convey and aſſign *all* the ſaid reſidue of his the ſaid teſtator's real and perſonal eſtate unto his ſaid grandſon *T. F.* his heirs, executors and aſſigns, as by the ſaid will duly proved by the ſaid executors, &c. *And whereas* by virtue of a certain indenture of leaſe made from Sir *N. C.* bart. or otherwiſe, he the ſaid *J. C.* at the time of his death was poſſeſſed of, intereſted in and intitled unto a meſſuage or tenement, with its appurtenances, as the ſame was then in his poſſeſſion, ſituate, &c. for the reſidue of a certain term of —— years then to come therein, *At* and under the yearly rent of —— (which meſſuage or tenement and premiſſes is part of the perſonal eſtate of the ſaid *J. A.* ſo by him deviſed to his ſaid truſtees upon the truſts aforeſaid:) *And whereas* the ſaid *C.* hath contracted and agreed with them the ſaid *A.* and *B.* for the abſolute purchaſe of the ſaid meſſuage, or tenement and premiſſes, for the reſidue of the

As to the leaſe, &c. And that ſame was part of the teſtator's perſonal eſtate.

As to contract for purchaſe, and ſeveral previous agreements thereon.

he ſaid term of —— years now to come therein, together with the ſeveral houſehold goods now in the ſaid meſſuage, and which are hereinafter particularly mentioned, at and for the ſum of 900*l.* payable and ubject in ſuch manner as herein after is in that behalf mentioned and expreſſed: *And whereas* the ſaid meſſuage, or tenement and premiſſes, eing now much out of repair, and not inhabited, and to the end the me may be let, it is abſolutely neceſſary that a conſiderable ſum ſhould e forthwith diſburſed in making ſuch repairs; and they the ſaid *A.* and *B.* not being inclined to do the ſame, he the ſaid *C.* hath agreed to adnce and lay out monies for ſo doing: But in regard a good title and roper aſſignment and aſſurance of the ſaid premiſſes cannot be made nto the ſaid *C.* until ſuch time as the ſaid *T. F.* attains his age of 21 ars, (being now but 19) or that in the mean time a decree of the igh court of chancery can be obtained for that purpoſe, it has been ropoſed and agreed by them the ſaid *A.* and *B.* that the ſaid *C.* ſhall ave immediate poſſeſſion of the ſaid meſſuage, goods and premiſſes, ntil ſuch decree obtained, and aſſignment made to him, with full pow- r to repair and let the ſaid premiſſes, with and under ſuch reſtrictions, nd ſubject in manner as herein after in that behalf mentioned and exreſſed; and alſo that in caſe ſuch decree as aforeſaid, or a good title nd ſufficient aſſignment ſhall not otherwiſe be made to the ſaid *C.* of he ſaid premiſſes within —— now next enſuing, that then theſe preents, as to the ſale of the ſaid premiſſes, ſhall be abſolutely void; and hat then the ſaid *C.* ſhall be paid and reimburſed by them the ſaid *A.* nd *B.* all ſuch monies as ſhall be by him laid out in ſuch repairs, togeher with intereſt for the ſame; and that then alſo any leaſe by him ade of the ſaid premiſſes ſhall be allowed and ratified by them the ſaid *A.* and *B.* nevertheleſs with and under ſuch reſtrictions, and ſubject in anner as herein after alſo is in that behalf mentioned and expreſſed: *Now theſe preſents witneſs*, That in purſuance and performance of the ſaid ecited agreements, and in conſideration of the ſum of 5*l.* 5*s.* of, &c. part of the ſaid 900*l.* purchaſe-monies) to them the ſaid *A.* and *B.* or ne of them, now paid by the ſaid *C.* the receipt whereof is by them ereby reſpectively acknowledged, they the ſaid *A.* and *B.* and each of hem for themſelves and for their heirs, executors and adminiſtrators, o hereby covenant with the ſaid *C.* his executors, adminiſtrators and ſigns, in manner as follows, *viz.* That they the ſaid *A* and *B.* or one f them, their or one of their executors or aſſigns, at their coſts and harges, ſhall and will within the ſaid —— now next enſuing, make out a good and clear title to the ſaid meſſuage, or tenement and premiſſes, and produce and obtain a decree to be made in the high court of Chancery, whereby the ſaid *T. F.* and all and every other perſon or perſons, who by virtue of the ſaid recited will ſhall be then legally intitled to the ſaid meſſuage, or tenement and premiſſes, ſhall be decreed to make and execute a good and ſufficient aſſignment unto the ſaid *C.* his executors, adminiſtrators and aſſigns, and as by his or their counſel in the law ſhall be reaſonably adviſed or required of the ſaid meſſuage, or tenement and premiſſes, with the appurtenances, for the then reſidue of the term of —— years, ſubject nevertheleſs to the payment of the ſaid yearly rent of —— and to the covenants, conditions and agreements in the ſaid indenture of leaſe reſerved and contained, and which from thenceforth on the leſſee's part are to be paid and performed; and ſhall

Truſtee covenants with purchaſer to make a clear title.

then

then alſo make an abſolute bill of ſale unto and to the uſe of the ſaid *C.* his, &c. of the ſeveral goods and things in the ſaid meſſuage, *viz.* &c.

For peaceable enjoyment.

And that in the mean time and until ſuch decree obtained, and aſſignment of the ſaid premiſſes ſo made to the ſaid *C.* in manner as aforeſaid, it ſhall and may be lawful to and for the ſaid *C.* his, &c. from henceforth peaceably and quietly to hold, poſſeſs and enjoy the ſaid meſſuage, goods and premiſſes,

Repairs.

and to lay out any ſum of money for the neceſſary repairing and amending thereof, in ſuch manner as he or they ſhall think fit, ſo as the money to be ſo laid out in repairs, do not exceed in the whole the ſum of 150*l.*

Power to make a leaſe.

And alſo, that it ſhall and may be lawful to and for the ſaid *C.* his, &c. to make a leaſe of the ſaid meſſuage and premiſſes to ſuch perſon as he ſhall think fit, for any term of years not exceeding —— years, ſo as there be reſerved in ſuch leaſe at leaſt the yearly rent of 70*l.* payable quarterly, with power therein of re-entry in caſe of non-payment thereof, together with ſuch uſual covenants as are contained in other leaſes made of houſes in *O.* ſtreet.

Covenant to pay purchaſe-money, &c.

And the ſaid *C.* for himſelf, his, &c. doth hereby covenant with the ſaid *A.* and *B.* their, &c. that he the ſaid *C.* his executors, adminiſtrators or aſſigns, (on the making out a good title, obtaining a decree in Chancery, and executing of ſuch ſufficient aſſignment and bill of ſale of the ſaid meſſuage, goods and premiſſes, to him the ſaid *C.* his executors, adminiſtrators and aſſigns, within the time and in manner as aforeſaid) ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *A.* and *B.* or to ſuch perſon or perſons who by virtue of the ſaid decree or otherwiſe, ſhall then be legally intitled to receive the ſame, the ſum of 894*l.* 15*s.* of, &c. (reſidue of the ſaid ſum of 900*l.* purchaſe-money;) *Which* ſum of 894*l.* 15*s.* when paid, is hereby agreed and declared ſhall be in full for the abſolute purchaſe of the ſaid meſſuages, goods and premiſſes.

Proviſo for theſe preſents to be void of a good title cannot be made.

Provided always, and it is hereby mutually covenanted, agreed and declared by and between all and every the parties to theſe preſents, for themſelves, and for their reſpective executors and adminiſtrators, in manner as follows, *viz.* That in caſe a good title ſhall not be made out to the ſaid premiſſes, and a decree in Chancery obtained for ſale thereof, and ſuch ſufficient aſſignment made of the ſaid premiſſes to him the ſaid *C.* his, &c. within the ſaid —— in manner as aforeſaid, then and in ſuch caſe theſe preſents, as to the ſale of the ſaid premiſſes, ſhall from thenceforth be abſolutely void and of no effect;

In that caſe a reimburſement to be made.

and that then and in ſuch caſe they the ſaid *A.* and *B.* their executors or adminiſtrators, ſome or one of them, ſhall and will forthwith well and truly pay, or cauſe to be paid, unto the ſaid *C.* his executors, adminiſtrators or aſſigns, all ſuch monies as according to a valuation thereof, to be made by two proper perſons, to be choſen by the parties hereto, ſhall appear to have been by the ſaid *C.* his executors or adminiſtrators, actually diſburſed for the repairs of the ſaid premiſſes, ſo as the ſame do not exceed the aforeſaid ſum of 150*l.* together with legal intereſt for all ſuch monies ſo by him and them paid for ſuch repairs, from the time of diſburſing thereof, until payment of the ſame;

The leaſe above mentioned to be allowed.

and that then and in ſuch caſe alſo (if any leaſe ſhall have been made by the ſaid *C.* of the ſaid premiſſes to any perſon at ſuch rent and in manner aforeſaid) that they the ſaid *A.* and *B.* their executors, adminiſtrators or aſſigns, ſhall allow of ſuch leaſe; and at his and their charge do any reaſonable act (if ſo required) to ratify and confirm ſuch leaſe; and then alſo he or they ſhall be intitled to have and receive all the rent reſerved

by

by ſuch a leaſe, to be paid and applied according to the truſts in the ſaid will; any thing, &c.

Articles touching Aſſignment of an Aſſignment of Leaſehold Houſes, and Sale of Houſehold Goods and Utenſils, Stock in Trade, &c.

Articles, &c. *Between A. H.* Widow and Adminiſtratrix of *J. H.* of, &c. deceaſed, of the one Part, and *J. R.* of, &c. and *J. J.* of, &c. of the other Part, as follows, (that is to ſay,)

Covenant to make an aſſignment of an aſſignment of a leaſe.

THE ſaid *A. H.* in conſideration of the ſum of 800*l.* to be in hand paid to her by the ſaid *J. R.* and *J. J.* at the time herein after mentioned, *Doth* hereby for herſelf, &c. covenant and agree to and with the ſaid *J. R.* and *J. J.* their, &c. that ſhe the ſaid *A. H.* her, &c. ſhall and will, on or before the —— day of —— next enſuing the date hereof, at the dwelling-houſe of her the ſaid *A. H* at, &c. aforeſaid, at the coſts and charges in the law of them the ſaid *J. R.* and *J. J.* ſeal and execute unto the ſaid *J. R.* and *J. J.* their, &c. a good and ſufficient aſſignment of *all* thoſe three meſſuages, &c. by virtue of an aſſignment of a leaſe of which the ſaid *A. H.* now holds the ſame, together with the ſaid leaſe and aſſignment thereof, *Under and ſubject* to the rents and covenants reſerved and contained therein by and on the leſſee's part to be paid and performed, and with ſuch reaſonable covenants in the ſaid aſſignment to be contained as counſel ſhall adviſe; and likewiſe a covenant on the part of the ſaid *J. R.* and *J. J.* their, &c. for payment and performance of the yearly rent and covenants in the ſaid leaſe reſerved and contained, and to keep harmleſs and indemnified the ſaid *A. H.* her, &c. therefrom; *And further*, that ſhe the ſaid *A. H.* her, &c. at the like coſts and charges in the law of the ſaid *J. R.* and *J. J.* ſhall and will, at the time of executing the ſaid aſſignment, and at the place aforeſaid, alſo ſeal and execute unto the ſaid *J. R.* and *J. J.* or their aſſigns, a good and ſufficient bill of ſale of all the houſehold goods, liquors, liquor back-fats, ſtills, veſſels and utenſils, and all and ſingular other the ſtock in trade whatſoever, that ſhall then be and remain in the ſaid dwelling houſe of the ſaid *A. H.* for and in conſideration of ſuch a ſum of money as the ſame ſhall be valued and appraiſed at by two indifferent perſons, to be choſen by the ſaid parties for that purpoſe; and in caſe of their diſagreement therein, then the ſame to be determined by an umpire, to be by them choſen; and the ſum of money for which the ſaid houſehold goods, ſtock and utenſils ſhall be ſo valued, to be paid or ſecured to be paid by the ſaid *J. R.* and *J. J.* or their aſſigns, to the ſaid *A. H.* as herein after mentioned. *And* the ſaid *J. R.* and *J. J.* for themſelves, their, &c. and for every of them, do hereby covenant and agree to and with the ſaid *A. H.* her, &c. that they the ſaid *J. R.* and *J. J.* ſhall and will on the ſaid —— day of —— at the ſaid dwelling houſe of the ſaid *A. H.* well and truly pay unto the ſaid *A. H.* her, &c. the ſum of 300*l.* of, &c. being the conſideration-money before mentioned, and at the ſame time will accept of the ſaid aſſignment of the

And a bill of ſale of houſehold goods, utenſils and ſtock in trade, in conſideration of ſo much as the ſame ſhall be appraiſed at.

Covenant to pay conſideration-money.

the ſaid leaſe of the ſaid three meſſuages and premiſſes aforeſaid, and bill of ſale of the houſehold goods, liquors, utenſils, and other the ſtock in trade as aforeſaid; and at the ſame time and place ſhall and will execute and deliver in due form of law unto or to the uſe of the ſaid *A. H.* her, &c. a counterpart of the ſaid aſſignment, and then and there will either pay to the ſaid *A. H.* her, &c. all ſuch ſum or ſums of money which the ſaid houſehold goods and ſtock in trade ſo to be valued and appraiſed as aforeſaid ſhall amount unto, or will ſecure the payment thereof to the ſaid *A. H.* &c. by ſome real or perſonal, or other good ſecurity, within three months then next enſuing, in ſuch manner as ſhall be to the good liking and approbation of her the ſaid *A. H.* her, &c.

Agreement to grant a Leaſe of a Houſe, Brewhouſe, &c. and to aſſign Stock in Trade, Debts, &c. and to aſſign the Leaſes of Cuſtomers Houſes.

Memorandum of an Agreement made the —— Day of, &c. *Between J. D.* the younger of, &c. Eſq; and *E.* his Wife, Daughter and Adminiſtratrix of *N. A.* late of, &c. Eſq; deceaſed, of the firſt Part, *G. M.* of, &c. Brewer, of the ſecond Part; and *L. M.* of, &c. of the third Part.

Agreement to grant a leaſe to *G. M.* and *L. M.* of a houſe, brew-houſe, &c.

THE ſaid *J. D.* and *E.* do hereby agree to grant a leaſe to the ſaid *G. M.* and *L. M.* their, &c. of all that meſſuage with the appurtances, ſituate, &c. wherein the ſaid *J. D.* now dwelleth, and late in the poſſeſſion of the ſaid *N. A.* *And alſo of all* that brewhouſe with the appurtenances thereto adjoining, ſituate, &c. together with, &c. *To hold* from the 24th day of *June* next enſuing, for ſeven years, at and under the yearly rent of 110*l.* payable half-yearly, and for five years more from the expiration of the ſaid term, if they the ſaid *G. M.* and *L. M.* their, &c. ſhall think fit ſo long to hold the ſame, at and under the like yearly rent, and payable in like manner, with uſual covenants.

Stock in trade to be appraiſed, account of cuſtomers taken, and of debts, a moiety of which is to be aſſigned to *L. M.*

It is alſo agreed by and between the ſaid parties hereto, that all the ſtock in the brewing trade ſhall be appraiſed by proper perſons to be named and appointed by the parties hereto for that purpoſe, and that an account ſhall be taken of all the cuſtomers dealing at the ſaid brewhouſe, and a true eſtimate made of all the debts due and owing from ſuch cuſtomers to the ſaid trade, according to a liſt of their names already taken and intended to be particularly mentioned in a ſchedule to be annexed to articles to be made purſuant hereunto, and that the ſaid *J. D.* and *E.* his wife, ſhall aſſign over unto the ſaid *L. M.* his executors, adminiſtrators and aſſigns, all that his moiety of the ſaid ſtock in trade, and alſo of all and every the ſaid debts to him the ſaid —— *M.* his executors, adminiſtrators and aſſigns, to hold as his and their own proper goods and chattels.

Agreement to aſſign leaſes of houſes dealing at the ſaid brew houſe to *G. M.* and *L. M.*

The ſaid *J. D.* doth hereby further agree to aſſign over, or cauſe or procure to be aſſigned over, unto the ſaid *G. M.* and *L. M.* their executors, adminiſtrators and aſſigns, all ſuch leaſes of houſes now dealing at the ſaid brewhouſe, as were taken for the benefit of the ſaid trade, and which are now in being, and likewiſe to procure a leaſe to be made by major *L.* of an houſe in, &c. to the ſaid *G. M.*

and

and *L. M.* for nine years, he the ſaid *L. M.* paying a moiety of the charges of repairing the ſaid houſe, as the ſame ſhall appear to the ſaid *J. D.* by the workmen's bills employed in repairing the ſaid houſe. *And* the ſaid *L. M.* doth for the conſiderations aforeſaid, agree to pay to the ſaid *J. D.* for his ſaid moiety of the ſaid ſtock in trade, as the ſame ſhall be appraiſed upon the execution of the ſaid articles, and likewiſe to accept and take a moiety of all and ſingular the ſaid debts now due in trade, computing the ſame at 18*s.* in the pound, for all ſuch debts (except a debt owing from one *R. S.* on bond, on which remains due 80*l.* or thereabouts, and for which the ſaid *J. D.* doth agree to accept at the rate of 10*s.* in the pound. *In witneſs*, &c.

L. M. agrees to pay *J. D.* for his moiety of the ſaid ſtock in trade, and accept his moiety of debts.

An Agreement that an Executor ſhall make an Aſſignment of Teſtator's Houſe and Stock in Trade.

Articles, &c. *Between A. B.* of, &c. Executor of the laſt Will and Teſtament of *B. B.* late of, &c. deceaſed, of the one Part, and *C. D.* of, &c. of the other Part, as follows:

WHEREAS by indenture of leaſe, bearing date, &c. *(recital of the leaſe.) And whereas* the ſaid *B. B.* made his laſt will and teſtament in writing, bearing date, &c. and appointed the ſaid *A. B.* the executor thereof, and on or about the, &c. the ſaid *B. B.* departed this life, ſince which the ſaid *A. B.* hath duly proved the ſaid will in the prerogative court of *Canterbury*, and taken upon himſelf the burthen of the execution thereof; and is thereby become intitled to all and ſingular the goods, chattels and effects which were of the ſaid *B. B.* at the time of his deceaſe, and amongſt other things, as he apprehends, to the benefit of the ſaid indenture of leaſe, to hold and enjoy the thereby demiſed premiſſes, with the appurtenances, for all the reſt, reſidue and remainder of the ſaid term of —— years thereby granted, and under the ſaid yearly rent of ——, and ſubject to ſeveral covenants, clauſes and agreements aforeſaid, in and by the ſaid indenture of leaſe reſerved and contained: and alſo to all and every part of the ſtock in the trade of —— of him the ſaid *B. B.* conſiſting in, &c. as in and by the before in part recited indenture of leaſe, laſt will and teſtament and probate thereof; relation, &c. *And whereas* the ſaid *C. D.* hath agreed with the ſaid *A. B.* to become a purchaſer from him the ſaid *A. B.* of all ſuch intereſt as he the ſaid *A. B.* hath or is ſuppoſed to have as aforeſaid, in the ſaid indenture of leaſe and the thereby demiſed premiſſes, ſubject to the ſaid yearly reſerved rent, and to the covenants, clauſes and agreements therein contained as aforeſaid, for all ſuch time as is now to come therein, as the ſaid *A. B.* lawfully may or can by virtue of the ſaid leaſe, and otherwiſe as aforeſaid ſell and convey the thereby demiſed premiſſes, as alſo of all ſuch ſtock in trade as aforeſaid; and the ſaid *A. B.* hath agreed to ſell and aſſign the ſame to the ſaid *C. D.* upon the terms and in manner as after mentioned: *Therefore theſe preſents witneſs*, and it is agreed by and between the ſaid *A. B* and *C. D.* in manner following: that

Recitals.
1. Of leaſe to the teſtator.
2. His will.
3. Death.
4. Probate.
5. Executor intitled to the leaſe and ſtock in trade.
6. Agreement to ſell and aſſign the ſame.
Covenant to aſſign.

that is to say, The ſaid *A. B.* doth for himſelf, &c. covenant, &c. with the ſaid *C. D.* his, &c. that upon payment to him the ſaid *A. B.* or his, &c. by the ſaid *C. D.* his, &c. of the ſum of, &c. at the time for that purpoſe hereafter mentioned, with lawful intereſt for the ſame to be computed from the day of the date hereof, until the reſpective times of payment thereof, he the ſaid *A. B.* or his, &c. ſhall, &c. at the requeſt, coſt, &c. of the ſaid *C. D.* his, &c. deliver over, and well and duly aſſign unto him the ſaid *C. D.* his, &c. the before recited indenture of leaſe, and all the intereſt of him the ſaid *A. B.* or his, &c. therein or thereto, and in and to the thereby demiſſed premiſſes, for all the remainder of, &c. at, under and ſubject, &c. with covenants in ſuch aſſignment to be contained from the ſaid *A. B.* or his, &c. for the aſſignee's, his, &c. quiet enjoyment of the ſaid premiſſes during, &c. againſt him the ſaid *A. B.* his, &c. and all claiming, &c. or under the ſaid *B. B.* deceaſed; and at his and their own coſts and charges to defend any ſuit that ſhall happen by any attempt to make void the ſaid leaſe, or evict ſuch aſſignee, his, &c. for any other cauſe than non-payment of the rent reſerved, or non-performance of the covenants, clauſes or agreements, in and by the ſame indenture of leaſe reſerved and contained, and to indemnify ſuch aſſignee, his, &c. from all further demands for rent of the ſaid premiſſes beyond the reſerved rent, or in default of ſo defending any ſuit as aforeſaid, or ſo indemnifying ſuch aſſignee, his, &c. as aforeſaid, or in caſe ſuch aſſignee, his, &c. ſhall during the continuance of the ſaid term, be evicted or ejected out of the ſaid premiſſes, without any act, default or laches of ſuch aſſignee, his, &c. to occaſion the ſame, then and in either or any of the ſaid caſes, the he the ſaid *A. B.* or his, &c. ſhall and will well and truly refund and pay back to ſuch aſſignee, his, &c. upon demand after ſuch default, eviction or ejection, ſo much of the ſaid ſum of, &c. with intereſt for the ſame, from the time the ſame ſhall have been paid, as ſhall remain after a deduction of, &c. or after that rate, with intereſt, (over and beſide the ſaid reſerved rent for ſo long time as ſuch aſſignee, his, &c. ſhall have poſſeſſed and enjoyed the ſaid premiſſes under the ſaid *A. B.* or his, &c.) ſuch aſſignee, his, &c. at the ſame time to deliver back unto the ſaid *A. B.* his, &c. the ſaid indenture of leaſe and aſſignment thereof, and indemnifying him and them from the ſaid reſerved rent for ſuch time as ſuch aſſignee, his, &c. ſhall have ſo poſſeſſed and enjoyed the ſaid premiſſes as aforeſaid; which aſſignment, with ſuch covenants as aforeſaid, is to be executed upon condition only, that ſuch aſſignee do at his like coſts, &c. at the time of the execution of ſuch aſſignment, duly execute a counterpart thereof, wherein ſhall be contained covenants on the part of ſuch leſſee, his, &c. during the remainder of the ſaid term to pay the yearly rent, and perform the covenants, clauſes and agreements in and by the ſaid leaſe reſerved and contained, and to ſave harmleſs and indemnify the ſaid *A. B.* and his, &c. from all defaults and breaches thereof, and not to part with, quit or yield up the poſſeſſion of the ſaid premiſſes, until compelled thereto by due courſe of law, and not wittingly or willingly to do any act or ſuffer any thing which may in any ſort tend towards making the ſaid leaſe void or voidable, but from time to time during the continuance of the ſaid term to give immediate notice to the ſaid *A. B.* or his executors, of any entry or ejectment that ſhall be made or brought into or for the ſaid premiſſes, and to ſuffer the

Covenants to be in the aſſignment to defend ſuits intended to evict the aſſignee, &c. and for further indemnity.

In caſe of eviction, &c. to repay money.

Counterpart of aſſignment what to contain,

name

me or names of ſuch aſſignee, his, &c. to be made uſe of, &c. by and the charges of the ſaid *A. B.* or his, &c. in any proceeding or defence t he or they ſhall adjudge proper or neceſſary, touching or in relati- to maintaining or keeping poſſeſſion of the ſaid indenture of leaſe thereby demiſed premiſſes; *Alſo*, that upon payment to him the *A. B.* or his, &c. by the ſaid *C. D.* his, &c. of ſuch ſum of money ſtock in trade as aforeſaid ſhall be valued and appraiſed at by *E.* of, &c. and *G. H.* of, &c. perſons indifferently choſen and appoint- for that purpoſe, as well on the part and behalf of the ſaid *C. D.* as he ſaid *A. B.* and of ſuch ſum of money in part of the ſaid ſum of —— and intereſt, as ſuch ſtock in trade ſhall be valued and appraiſed hort of or leſs than ———, he the ſaid *A. B.* or his, &c. ſhall and Covenant to aſ- at the coſts of the ſaid *C. D.* his, &c. deliver unto the ſaid *C. D.* ſign ſtock in &c. —— not only the ſaid ſtock in trade, but alſo quit and deliver trade. o him or them the poſſeſſion of the ſaid houſe and premiſſes, in and the ſaid indenture of leaſe demiſed, he the ſaid *A. B.* or his, &c. ng a convenient and reaſonable time to move therefrom ſuch of the ſehold goods therein as the ſaid *C. D.* his, &c. ſhall not think fit to , and that he the ſaid *A. B.* or his, &c. ſhall and will do his and r utmoſt endeavour to procure ſuch valuation and appraiſement of Appraiſement. ſtock in trade, and remove or cauſe to be removed from the ſaid e and premiſſes, the ſaid houſehold goods as aforeſaid, and until the ntion of ſuch aſſignment of the ſaid indenture of leaſe the ſaid ſehold goods as aforeſaid, he the ſaid *A. B.* or his, &c. ſhall and well and duly obſerve, perform, fulfil and keep all on his and their to be obſerved, performed and kept, according to the intended te- purport, intent and meaning of the covenant to be contained in aſſignment to be made as aforeſaid: *Alſo* the ſaid *C. D.* doth here- Covenant to for himſelf, his, &c. covenant, &c. with the ſaid *A. B.* and his, pay for the that he the ſaid *C. D.* his, &c. ſhall and will well and truly pay, or ſtock in trade, e to be paid, unto the ſaid *A. B.* the ſum of ——— and intereſt as ſaid, at the times and in manner following; that is to ſay, upon immediately after the valuation and appraiſement of the ſaid ſtock in e, ſo much money in part of the ſaid ſum of —— and intereſt, as ſaid ſtock ſhall be valued and appraiſed at ſhort of or leſs than 100*l.* the reſidue of the ſaid ſum of ——— and intereſt, or the whole eof, in caſe ſuch ſtock ſhall be valued and appraiſed at as much as or e than the ſum of 100*l.* at three equal payments, at ſix months diſ- e in time, and ſubſequent one to the other; the firſt payment there- o be made, &c. and that upon execution by the ſaid *A. B.* or his, to the ſaid *C. D.* his, &c. of ſuch aſſignment of the ſaid indenture eaſe as aforeſaid, he the ſaid *C. D.* his, &c. ſhall and will accept the e, and at his and their own coſts and charges duly execute a coun- Counterpart. part or duplicate thereof, with ſuch covenants to be therein contain- on the part of the ſaid *C. D.* his, &c. as aforeſaid, and pay, or cauſe be paid, to the ſaid *A. B.* or his executors, the charges of preparing h aſſignment and counterpart, or duplicate thereof. *Alſo* that as Charges. on as and immediately after ſuch ſtock in trade ſhall have been ued and appraiſed by the ſaid *E. F.* and *G. H.* he the ſaid *C. D.* his ecutors or adminiſtrators, ſhall and will well and truly pay, or cauſe to paid, unto the ſaid *A. B.* or his, &c. ſuch ſum of money as the ſame ll be valued and appraiſed at, and thereupon accept from the ſaid *A. B.*

Covenant to accept an aſſignment of the ſtock in trade and poſſeſſion of the houſe, &c.

not only the ſame ſtock, but alſo the poſſeſſion of the ſaid houſe a premiſſes, and pay for the aſſignment of the ſaid ſtock, in caſe an aſſ ment thereof ſhall be required, and ſhall and will do his and their utm endeavour to procure ſuch valuation and appraiſement of ſuch ſtock trade ſo to be made as ſoon as may be; and from the time the ſaid *C.* his, &c. ſhall enter upon the poſſeſſion of the ſaid houſe and prem

Theſe agreements to be obſerved till aſſignment made.

until he or they ſhall have an aſſignment of the ſaid leaſe, and ſhall h executed a counterpart or duplicate of ſuch aſſignment, he the ſaid *C.* his, &c ſhall and will well and duly pay, obſerve and perform, fulfil keep all on his and their parts to be paid, obſerved, performed, fulfi and kept, according to the intended tenor, purport, intent and mea of the covenants to be contained in ſuch aſſignment to be made as afo ſaid. *In witneſs*, &c.

Articles concerning the Purchaſe (or Aſſignment) of a Leaſehold Eſtate, P of the Money now paid, and the Reſidue and Surplus to be paid to M gagees and Aſſignor, on executing a good Aſſignment, &c.

Articles, &c. *Between J. P.* of, &c. Upholder (only Son of *R. P.* Citizen and Upholder of *London*, and *G.* his wife; which ſaid *G.* the only Daughter of *M. P.* deceaſed, who was the Daughter o *B.* late Citizen and Embroiderer of *London*, and *E.* his Wife, b alſo deceaſed; and which ſaid *J. P.* is Adminiſtrator of all and gular the Goods and Chattels, Rights and Credits of the ſaid *R.* and *G.* his Wife) of the one Part, and *J. C.* of, &c. Carpenter, the other Part, in Manner as follows, *viz.*

Recitals, viz. As to the original leaſe.

WHEREAS *H. C.* by his indenture of leaſe, bearing date, (for the conſiderations therein mentioned) did demiſe and g unto *J. M.* therein named, a piece of ground lying in, &c. contai the ſeveral dimenſions or number of feet as therein are particularly m tioned and deſcribed; *To hold* to the ſaid *J. M.* his, &c. from the of the date of the ſaid indenture, for and during the full term of years from thence next enſuing, *at* and under the yearly rent of

As to meſne aſſignment;

And whereas by virtue of ſeveral meſne aſſignments, wills, admin tions, or other good conveyances in law, the ſaid piece of ground, two meſſuages, &c. on part of the ſaid piece of ground, and as the are ſituate, &c. and now in the ſeveral occupations of, &c. are now gally become veſted in the ſaid *J. P.* for the reſidue of the ſaid term 300 years, (*ſubject nevertheleſs* to the payment of all ſuch principal intereſt monies as are now juſtly due and owing to the executors of *A.* deceaſed, by virtue of ſeveral ſecurities to him and them made of the premiſſes:)

as to contract for purchaſe.

And whereas the ſaid *J. C.* hath contracted and agreed with the ſaid *J. P.* for the abſolute purchaſe of all his eſtate, right, term years and intereſt, of, in and to the ſaid piece of ground, two meſſuag or tenements, and a ground-rent of 3*s.* 4*d.* herein after mentioned, the ſum of 335*l.* to be by him paid in ſuch manner as herein after mentioned: And it was and is agreed between them, That the ſa *J. C.* ſhall have the immediate and quiet poſſeſſion of the ſaid premiſ and from henceforth be intitled to receive the rents and profits thereo

to be due at and from *Michaelmas-day* now next enſuing, (other than
nd except all ſuch arrears of rent as were due at *Midſummer-day* laſt,
ubject nevertheleſs in ſuch manner as herein after is mentioned:) *Now* Leſſor cove-
eſe preſents witneſs, That for and in conſideration of the ſum of 135*l.* nant's to aſſign
, &c. (part of the ſaid 335*l.* purchaſe-money) to the ſaid *J. P.* in to leſſee.
nd, &c. by the ſaid *J. C.* at, &c. the receipt, &c. and alſo for and
conſideration of the further ſum of 200*l.* of like money, (reſidue of
e ſaid purchaſe-money) to be paid by the ſaid *J. C.* in diſcharge of
e before mentioned ſecurities, in ſuch manner as herein after is menti-
ed, he the ſaid *J. P.* for himſelf, his heirs, &c. *Doth* hereby cove-
nt, promiſe and agree to and with the ſaid *J. C* his executors, &c.
manner as follows, *viz.* That he the ſaid *J. P.* his executors or ad-
iniſtrators, and all and every other perſons whomſoever, lawfully
aiming by, from or under him or them, or by, from or under
e ſaid *R. P.* and *G.* his wife, or either of them, ſhall and will,
or before the 25th day of *December* now next enſuing, duly Time.
n, ſeal, execute and deliver unto the ſaid *J. C.* his executors,
. and as by his or their counſel in the law ſhall in that behalf
reaſonably adviſed and required, a good and ſufficient aſſignment The premiſſes
d aſſurance, as well of the ſaid recited indenture of leaſe, and
the ſaid piece of ground thereby demiſed, as alſo the ſaid two
ſſuages or tenements built on part thereof, with their appurte-
nces, and as the ſame are now in the ſeveral occupations of the
d *J. M.* and *W. P.* or of their under-tenants, as likewiſe of a ground-
nt of 3*s.* 4*d.* reſerved and payable for another meſſuage (lately
d) built on other part of the ſaid piece of ground, for the re-
ne of the ſaid term of 300 years which ſhall be then to come free from in-
d unexpired, free and clear of all charges and incumbrances what- cumbrances,
ever, (*Save* and except the ſecurities made to the ſaid *A. S.* and except, &c.
executors, as aforeſaid,) *Subject nevertheleſs* to the payment of ſubject, &c.
e ſaid yearly ground-rent of 10*s.* and to the ſeveral covenants, Quiet enjoy-
ditions and agreements in the ſaid recited indenture of leaſe ment.
erved and contained, and which, from henceforth, on the leſſee's
aſſignee's part are to be paid, done and performed: *And alſo*
t he the ſaid *J. C.* his executors, adminiſtrators and aſſigns, ſhall
d may enter upon, and from henceforth peaceably and quietly
d, poſſeſs and enjoy the ſaid piece of ground, two meſſuages or te-
ments, with their appurtenances, and be intitled to, and have and
ceive the rents and profits thereof, and alſo the ſaid ground-
t of 3*s.* 4*d.* *per ann.* to and for his and their own uſe and be-
fit, *without* any let, ſuit, interruption or diſturbance whatſoever,
of or by him the ſaid *J. P.* his executors or adminiſtrators, or
or by any other perſon or perſons whomſoever, lawfully claim-
g or to claim the ſaid premiſſes by, from or under him or them,
by, from or under the ſaid *R. P.* and *G.* his wife, or either of them;
ubject nevertheleſs to the payment of all ſuch principal and inte-
ſt monies as are now juſtly due and owing to the ſaid execu- Aſſignees co-
rs of the ſaid *C. S.* by virtue of the ſeveral ſecurities ſo made venant to pay
him and them of the ſaid premiſſes as aforeſaid. *And theſe* reſidue of pur-
reſents further witneſs, and the ſaid *J. C.* for himſelf, his heirs, chaſe-money
, doth hereby covenant, promiſe and agree to and with the ſaid to the mort-
P. his executors and aſſigns, in manner as follows, (*viz.*) That gagees, and
he ſurplus to
aſſignor.

he the ſaid *J. C.* his executors or adminiſtrators, at the time of executing to him and them of ſuch good and ſufficient aſſignment and aſſurance in the law as aforeſaid, of the ſaid two meſſuages or tenements, ground-rent and premiſſes, with their appurtenances, by him the ſaid *J. P.* and the executors or other repreſentatives of the ſaid *A. S.* or by their reſpective executors or adminiſtrators, and in conſideration thereof, ſhall and will well and truly pay, or cauſe to be paid, the ſum of 200*l.* of lawful money (reſidue of the ſaid 335*l.* purchaſe-money) in manner as follows, (*viz.*) So much and ſuch part of the ſaid ſum as ſhall be ſufficient to pay off, ſatisfy and diſcharge unto the ſaid executors or other repreſentatives of the ſaid *A. S.* all and every ſuch ſum and ſums of money as ſhall appear to be juſtly due and owing unto them for principal and intereſt monies, by virtue of the before mentioned ſecurities made to him and them of the ſaid premiſſes by the ſaid *R. P.* and *G.* his wife, as aforeſaid; and from and after full payment thereof, that then he the ſaid *J. C.* his executors or adminiſtrators, ſhall and will at the ſame time well and truly pay, or cauſe to be paid, the reſidue or ſurplus of the ſaid ſum of 200*l.* unto the ſaid *J. P.* his executors, adminiſtrators or aſſigns: *Which* ſaid ſum of 135*l.* now paid, and the ſaid ſum of 200*l.* to be paid in manner as aforeſaid, when paid (making together the ſaid ſum of 335*l.*) is by him the ſaid *J. P.* hereby agreed and declared to be in full for the abſolute purchaſe of all his the ſaid *J. P.*'s eſtate, right, title, intereſt, term of years to come, intereſt and equity of redemption, of, in and to the ſaid piece of ground, two meſſuages or tenements, ground rent, and premiſſes. *And* for the true performance of the covenants and agreements herein before contained on the part and behalf of the ſaid *J. P.* to be done and performed, he the ſaid *J. P.* doth hereby bind himſelf, his executors and adminiſtrators, unto the ſaid *J. C.* his executors, adminiſtrators and aſſigns, in the penal ſum of 300*l.* of lawful money of *Great Britain* firmly by theſe preſents. *And laſtly*, for the true performance of the covenants and agreements herein before contained on the part and behalf of the ſaid *J. C.* to be paid, done and performed, he the ſaid *J. C.* doth hereby bind himſelf, his executors and adminiſtrators, unto the ſaid *J. P.* his executors, adminiſtrators and aſſigns, in the like penal ſum of 300*l.* of like lawful money, firmly by theſe preſents. *In witneſs*, &c.

Both ſums in full for purchaſe.

As to each party's binding himſelf to performance, &c.

reement to aſſign a Leaſe, and make a Bill of Sale of Goods; and that ther Goods ſhall be appraiſed, and the Tenant to take them at the Appraiſement, and another Bill of Sale to be made of them, and a Bond given for Payment of the Monies.

ed the, &c. *Between T. S.* of ——, Executor of the laſt Will and Teſtament of *T. S.* late, &c. of the one Part, and *J. M.* of, &c. of he other Part, as followeth, (that is to ſay,)

HE ſaid *T. S.* in conſideration of the ſum of ——, to be paid him by the ſaid *J. M.* as hereunder is mentioned, *Doth* hereby himſelf, his executors and adminiſtrators, covenant and agree to and the ſaid *J. M.* his executors, adminiſtrators and aſſigns, that he ſaid *T. S.* his executors or adminiſtrators, ſhall and will on or before &c. at, &c. ſeal and execute unto, or to the uſe of the ſaid *J. M.* executors, adminiſtrators or aſſigns, a good and ſufficient aſſignment d in *All* that, &c. *By virtue* of the leaſe or leaſes by which the ſaid . held the ſame, together with the ſaid leaſe or leaſes, and the aſſignments thereof, *Under and ſubject* to the rents and covenants ved and contained in the ſaid leaſe or leaſes, by and on the leſſee's to be paid and performed, *And* with ſuch reaſonable covenants in aid aſſignment to be contained, as counſel ſhall adviſe; and like- a covenant on the part of the ſaid *J. M.* for payment and perform- of the yearly rents and covenants in the ſaid leaſe or leaſes reſerved contained, and to indemnify the ſaid *T. S.* his executors and admi- tors therefrom. *And* that he the ſaid *T. S.* his executors or admi- tors, for the conſideration aforeſaid, ſhall and will, on the day and e place aforeſaid, ſeal and execute unto the ſaid *J. M.* a ſufficient of ſale of the, &c. (*mentioning the goods, or elſe ſay, goods mentioned e ſchedule*, &c.) *And it is further agreed* between the ſaid parties, all the goods and commodities now in and about the ſaid houſe, ex- &c. ſhall on or before the ſaid, &c. be valued and appraiſed by indifferent perſons, which the ſaid parties agree to chooſe for that poſe, and ſhall be taken by the ſaid *J. M.* according to ſuch ap- ement, and paid for as hereunder is mentioned. And that he the *T. S.* his executors or adminiſtrators, ſhall and will, at the time of cuting ſuch aſſignment as aforeſaid, execute and deliver a ſufficient of ſale of the ſaid laſt mentioned goods and commodities unto, or to uſe of the ſaid *J. M.* his executors and aſſigns. *And* the ſaid *J. M.* for nſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, miſe and agree to and with the ſaid *T. S.* his executors, adminiſtra- and aſſigns, that he the ſaid *J. M.* his executors, adminiſtrators or gns, ſhall and will, on or before the ſaid, &c. at the place aforeſaid, ept of the ſaid aſſignment of the ſaid leaſe or leaſes of the ſaid pre- es, and bills of ſale of the ſaid goods and things as aforeſaid; and the ſame time, and at the place aforeſaid, ſhall and will execute and liver, in due form of law, unto or to the uſe of the ſaid *T. S.* a coun- part of the ſaid aſſignment, and likewiſe an obligation or obligations a ſufficient penalty or penalties, with ſurety or ſureties, to the good liking

Covenant to execute an aſſignment of a leaſe.

Bill of ſale.

An agreement that the goods in the houſe, &c. ſhall be appraiſed, and that the tenant ſhall take them at the appraiſement, and the landlord ſhall execute a bill of ſale thereof.

Covenant that the tenant ſhall accept the ſaid aſſignments and bills of ſale, and execute a counterpart of the aſſignments, and a bond, &c.

liking of the ſaid *T. S.* for payment of the ſum of —— *l.* and likewiſe ſuch further ſum and ſums of money which the ſaid goods and commodities ſo to be valued, and according to the appraiſement and valuation thereof as aforeſaid, ſhall amount unto, within —— months then next enſuing. *In witneſs*, &c.

Agreement by Executors to ſell and aſſign an Eſtate, or Leaſe for Lives, and another for Years, to a Truſtee for another Perſon; with Proviſo concerning the Deaths or Sickneſs of the Ceſtuy que vie, *and Renewal of the Leaſe for Lives.*

Articles, &c. *Between* the Right Honourable *W.* Lord *C.* Viſcount *M.* Sir *J. M.* Knight of the *Bath*, and *T. B.* of, &c. Eſq; (Executors of the laſt Will and Teſtament of the Moſt Noble *E.* late Duke of *K.* deceaſed) of the one Part, and *G. B.* of, &c. Gent. (for and on the Behalf of *J. S* Clerk, Archdeacon of *S.* in the ſaid County of, &c.) of the other Part, as followeth, (*viz.*)

Conſideration. Covenant to aſſign leaſe for lives.

THEY the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* (in conſideration of the ſum of 1600*l.* of, &c. to be paid to them, ſome or one of them, by the ſaid *J. S.* in manner as herein after is mentioned) do hereby for themſelves, their heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *G. B.* his executors and aſſigns, for and on the behalf of the ſaid *J. S.* and his heirs, in manner as follows, (*viz.*) That they the ſaid *W.* lord *C.* Sir *J. M.* and *T. B.* ſhall or one of them, their, ſome or one of their heirs, executors or adminiſtrators, on or before, &c. ſhall and will, at the coſts and charges of the ſaid *J. S.* his executors and adminiſtrators, by ſuch good and ſufficient conveyances and aſſurances in the law, as the counſel of the ſaid *J. S.* or his heirs, ſhall reaſonably adviſe or require, convey, aſſign and aſſure, or cauſe to be conveyed, &c. unto, or in truſt for the ſaid *J. S.* and his heirs, a certain indenture of leaſe, dated, &c. made from the right reverend father in God *R.* now lord biſhop of *W.* to the ſaid lord *C.* Sir *J. M.* and *T. B.* and alſo the premiſſes therein comprized and granted, *viz.* *All* that, &c. (except as in the ſaid leaſe is excepted) together alſo with all the profit and advantage of renewal of the ſaid leaſe. *To hold* the ſaid, &c. (except as aforeſaid) unto the ſaid *J. S.* his executors, adminiſtrators and aſſigns, from *Michaelmas-day* now next enſuing, for and during the ſeveral lives of *E.* now duke of *K.* the lady *A.* (daughter of the ſaid late duke of *K.* and wife of *J.* late earl of *M.* deceaſed) and the right honourable the lady *F. P.* (ſiſter of the ſaid *E.* now duke of *K.*) and the life of the longeſt liver of them, at and under the yearly rent of 20*s.* payable to the ſaid lord biſhop and his ſucceſſors in ſuch manner as in ſuch leaſe is mentioned: *And alſo*, That the ſaid *W.* lord *C.* Sir *J. M.* and *T. B.* and the ſurvivors, &c. ſhall and will at the like charge of the ſaid *J. S.* his, &c. (by ſuch good and ſufficient aſſurance in law, and as by, &c.) on or before, &c. aſſign and aſſure unto the ſaid *J. S.* his, &c. a certain other indenture of leaſe, bearing date, &c. and made from the late right reverend father in God *C.* late lord biſhop of *W.* deceaſed, to the ſaid *E.* late duke of *K.* deceaſed, and alſo

of the premiſſes demiſed by and compriſed in the ſame leaſe, *viz.* that, &c. (except as in the ſame indenture of leaſe is excepted) to- ıer alſo with all benefit and advantage of renewal of the ſame leaſe; *hold* the ſaid, &c. (except, &c.) unto the ſaid *J. S* his, &c. from, &c. the reſidue of a certain term of 21 years, (by the ſame indenture of demiſed) which ſhall be then to come and unexpired, *At* and under yearly rent of 10*l.* payable to the ſaid lord biſhop and his ſucceſſors, ıch manner as by the ſame indenture of leaſe is mentioned. *And* ſaid *J. B.* (for and on the behalf of the ſaid *J. S.*) in conſideration ıch conveyances, aſſignments and aſſurances, to be ſo reſpectively e of the ſeveral above mentioned leaſes and premiſſes therein reſpec- y compriſed as aforeſaid, *Doth* covenant, &c. to and with the ſaid ord *C.* Sir *J. M.* and *T. B.* their, &c. by theſe preſents, that upon making and executing of ſuch conveyances, aſſignments and aſſur- , in manner as herein above is mentioned, he the ſaid *J. B.* or the *J. S* his, &c. ſhall and will well and truly pay, or cauſe, &c. unto ſaid *W.* lord *C.* Sir *J. M.* or *T. B.* ſome or one of them, or to the ivors, &c. the ſaid ſum of 1600*l.* of, &c. which ſum is hereby ed by all the parties hereto, to be in full for the abſolute purchaſe of nd ſingular the premiſſes ſo intended to be conveyed and aſſigned as e is mentioned and intended. *Provided always*, and it is hereby nally agreed and declared by and between all the ſaid parties hereto, anner as follows, *viz.* That in caſe they the ſaid *E.* now duke of he ſaid lady *F.* (wife of the ſaid late earl of *M.*) and the lady *F. P.* y of them ſhall happen to die before *Michaelmas-day* now next, that they the ſaid *W.* lord *C.* Sir *J. M.* and *T. B.* or ſome of them, and will, at their charge, renew the ſaid firſt mentioned leaſe of the &c. therein comprized, with the ſaid now biſhop of *W.* or his ſuc- rs, and add ſome other good life or lives in the room and place of life and lives ſo dying, (ſuch new life to be nominated by the ſaid . his heirs or aſſigns, if he or they ſhall ſo think fit), and in default ch renewal, that then they the ſaid *W.* lord *C.* Sir *J. M.* and *T. B.* or one of them, ſhall allow and pay unto the ſaid *J. S.* out of his purchaſe-money, the ſum of 70*l.* for every ſuch life ſo dropping or g within the time aforeſaid. *Provided alſo*, and it is hereby further ually agreed, that in caſe all or any of the ſaid three preſent lives in ſame premiſſes ſhall not on *Michaelmas-day* now next, be then in full perfect health, that then and in ſuch caſe, they the ſaid *W.* lord Sir *J. M.* and *T. B.* ſome or one of them, ſhall out of the ſaid pur- e-money, allow and pay to the ſaid *J. S.* or his heirs, the ſum of . for each ſuch life as ſhall not be then in full health, towards his or ir charge in the obtaining a new leaſe of the ſame premiſſes, and ing a new life or lives in exchange of ſuch life or lives as on *Michael- -day* next, ſhall not then be in ſuch full and perfect health as afore- d.

Covenant that on executing the ſaid leaſe the truſtee, or the *ceſtuy que truſt*, will pay the purchaſe-money, which is to be in full.

Proviſo that if the *ceſtuy que vie*, die before a certain day, the executors ſhall renew the leaſe for lives.

Or in default thereof, ſhall pay 70*l.* for each life ſo dropping. And that if any of them at ſuch day be not in perfect health, to pay 35*l.* for each, towards renewal of ſuch leaſe.

Agreement to assign a Lease of an Inn by the only Son, sole Executor and Residuary Legatee of the Father, to a Debtor to the Father (pursuant to a Contract made in his Life-time) wherein the Debtor covenants to pay the Debt and Consideration-money at different Times.

Articles, &c. *Between* *J.*, *K.* of, &c. of the one Part, and *R. J.* of, &c. Son and sole Executor and Residuary Legatee of the last Will and Testament of his late Father *R. J.* late of *London*, Merchant, deceased, of the other Part.

J. K. debtor on the balance of account to the estate of *R. J.* the father, in 1346*l.* 17*s.*

J. K contracted with *R. J.* the father, for his lease of an inn at 1000*l.* 1500*l.* part thereof, to be paid at *Michaelmas* next, and 423*l.* 8*s.* 6*d.* on St. *Thomas* the Apostle's Day, and 423*l.* 8*s.* 6*d.* the residue.

J. K. covenants to pay the debt and the consideration-money as before agreed, and to give security on *Michaelmas day* for 846*l.* 17*s.* and shall then pay half a year's rent.

R. J. covenants, that on *Michaelmas-day* (on *J. K.*'s paying the said 1500*l.* and giving security for the said 846*l.* 17*s.*) he will assign, &c. the said inn.

J. K. to pay charges.

WHEREAS upon an account made up and stated by and between the said *J. K.* and the said *R. J.* deceased, in his life-time there appears to be justly due and owing from the said *J. K.* to the estate of the said *R. J.* deceased, the sum of 1346*l.* 17*s.* of, &c. *And whereas* the said *J. K.* did contract and agree with the said *R. J.* deceased, in his life-time, for the purchase of his the said *R. J.*'s lease and term for years to come, of and in the St. *C.* Inn with the appurtenances, now in the tenure of the said *J. K.* situate and being in aforesaid, at and for the sum of 1000*l.* *And whereas* it is hereby agreed, that the said several sums of 1346*l.* 17*s.* and 1000*l.* amounting together to the sum of 2346*l.* 17*s.* shall be paid by the said *J. K.* to the said *R. J.* (party hereto) in manner following, (that is to say) the sum of 1500*l.* part thereof, at *Michaelmas-day* next ensuing the day of the date hereof, and the sum of 423*l.* 8*s.* 6*d.* other part thereof, upon the feast-day of St. *Thomas* the Apostle then next following, and the sum of 423*l.* 8*s.* 6*d.* residue, and in full payment of the said sum of 2346*l.* 17*s.* upon the 25th day of *March* next ensuing the day of the date of these presents: *Now these presents witness*, That the said *J. K.* for himself, &c. doth covenant with the said *R. J.* (party hereto) his, &c. in manner following, *viz.* That he the said *J. K.* his, &c. shall and will well and truly pay the said sum of 2346*l.* 17*s.* unto the said *R. J.* (party hereto) his, &c. at the several days and times, and in the manner herein before agreed, limited and expressed for the payment thereof. *And also* that he the said *J. K.* his, &c. shall and will, upon the said *Michaelmas-day* now next ensuing, give and execute such security to the said *R. J.* (party hereto) his, &c. for the payment of the sum of 846*l.* 17*s.* part of the said sum of 2346*l.* 17*s.* as he the said *R. J.* (party hereto) his, &c. shall approve of; *And also* that he the said *J. K.* his, &c. shall, upon the said —— day next ensuing the day of the date hereof, well and truly pay unto the said *R. J.* (party hereto) his, &c. the one half of a year's rent which shall then become due for the said inn and premisses (parliamentary taxes usually paid by landlords being thereout deducted and allowed:) *And* the said *R. J.* (party hereto) doth hereby for himself, &c. covenant with the said *J. K.* his, &c. that he the said *R. J.* (party hereto) his, &c. shall and will upon the said *Michaelmas-day* next ensuing the day of the date hereof, and upon payment to him or them made by the said *J. K.* his, &c. of the said sum of 1500*l.* (part of the said sum of 2346*l.* 17*s.*) and upon the said *J. K.* his heirs, &c. giving such security for the payment of the said sum of 846*l.* 17*s.* (residue

e of the ſaid ſum of 2346*l.* 17*s.*) well and ſufficiently aſſign and tranſ-
r unto the ſaid *J. K.* his, &c. or unto ſuch other perſon or perſons,
d his and their executors, &c. as he or they ſhall nominate and appoint,
e ſaid inn with the appurtenances, called the —— in *E.* aforeſaid,
d all the eſtate, right, title, intereſt and term for years to come,
im and demand of him the ſaid *R. F.* (party hereto) of, in, to or
t of the ſame and the leaſe thereof, free from all incumbrances
ade or committed by the ſaid *R. F.* (party hereto) or his ſaid late de-
ſed father, as by the ſaid *J. K.* his executors or adminiſtrators, or
ir counſel learned in the law, ſhall be reaſonably deviſed, adviſed or
uired. *And it is hereby agreed*, that the ſaid aſſignment ſhall be made
the coſt and charge of the ſaid *J. K.* his executors and adminiſtrators.
witneſs, &c.

reement for the Good-Will (or to deliver up Poſſeſſion) of a Houſe, in Conſideration of a Sum of Money, if the intended Tenant can procure a Leaſe from the original Landlord.

ticles, &c. *Between P. R.* of, &c. Spinſter of the one Part, and *E. C.* of, &c. Butcher of the other Part, as follows, *viz.*

WHEREAS the ſaid *P. R.* is now in the occupation of a meſ- *P. R.* in poſ-
ſuage or tenement and ſhop, with its appurtenances, ſituate, ſeſſion.
called, &c. and held by her from his grace the now duke of *N.* at
under the yearly rent of 28*l.* or thereabouts: *And whereas* it Agreed that if
hereby mutually agreed between the ſaid *P. R.* and *E. C.* as *E. C.* can pro-
ows, *viz.* That if and in caſe he the ſaid *E. C.* can procure and cure a leaſe,
ain to him, his executors and aſſigns, a ſufficient leaſe from the *P. R.* will not
d duke, of the ſaid meſſuage or tenement, ſhop and premiſſes, hinder the
the term of 21 years, to commence from *Chriſtmas* next, at ſame;
d under the yearly rent of 28*l.* that ſhe the ſaid *P. R.* will not
ſtruct the ſame; and that then ſhe the ſaid *P. R.* her executors and that then
aſſigns, ſhall, on or immediately before the ſaid *Chriſtmas-day* next, *P. R.* will
ther aſſign all her right to, or elſe quit and deliver up peaceable and either aſſign
t poſſeſſion of the ſaid meſſuage or tenement, ſhop and premiſſes, her right or
gether with the goods and things herein after mentioned, unto him quit poſſeſſion
e ſaid *E. C.* his executors and aſſigns; *In conſideration whereof*, the together with
id *E. C.* hath agreed, that on his obtaining of ſuch leaſe, and of poſ- goods.
ſſion ſo given him by the ſaid *P. R.* as aforeſaid, to pay to the In conſidera-
id *P. R.* the ſum of 30*l.* or elſe 25 guineas, upon contingency, tion *E. C.* to
nd in manner as after mentioned: *Now theſe Preſents witneſs*, that pay 30*l.* or 25
n purſuance of the ſaid agreement, ſhe the ſaid *P. R.* for herſelf, guineas as
er executors and adminiſtrators, doth hereby covenant to and with hereafter.
he ſaid *E. C.* his executors and adminiſtrators, that ſhe the ſaid *P.* *P. R.* cove-
R. her executors or aſſigns, will not obſtruct or hinder him the ſaid nants not to
E. C. obtaining from the ſaid duke ſuch leaſe as aforeſaid; and obſtruct ob-
hat ſhe the ſaid *P. R.* her executors or aſſigns (in caſe of ſuch taining ſuch
eaſe ſo obtained by the ſaid *E. C.* in manner as aforeſaid) ſhall leaſe.
nd will on or immediately before *Chriſtmas-day* now next, at the
equeſt of the ſaid *E. C.* either aſſign over all her right and intereſt,

or

To assign or deliver possession of the house and goods fixed therein.

or else deliver up quiet and peaceable possession unto him the said *E. C.* his executors or assigns, as well the said messuage or tenement, shop and premisses, with their appurtenances, discharged from all rents then due to the said duke; as also all and every the goods and things herein after particularly mentioned, as the same are now fixed in the said messuage, *viz.* &c. *And these Presents further witness*, that if such lease shall be so made by the said duke to the said *E. C.* in manner aforesaid; and also in consideration of such assignment or possession to be so made and given by the said *P. R.* to the said *E. C.* in manner as aforesaid; *He* the said *E. C. Doth* for himself, his executors and administrators, covenant to and with the said *P. R.* her executors and administrators, by these presents, that he the said *E. C.* his executors, administrators or assigns shall, immediately after such lease so made, and possession so given to him in manner as aforesaid, pay, or cause to be paid, unto the said *P. R.* her executors or assigns, either the sum of 30*l.* or else 25 guineas of lawful money; but if he the said *E. C.* shall only pay to the said *P. R.* the sum of 25 guineas, then it is hereby further mutually agreed, that it shall be lawful for the said *P. R.* to have, hold, use and enjoy the best room up one pair of stairs of the said messuage, as and for her apartment and lodging room, for one whole year from *Christmas-day* next, without paying any rent for the same. *Provided nevertheless*, that if the said *E. C.* shall have an opportunity to let the whole intire floor one pair of stairs, or shall be minded to take the same into his own hands, then on one month's notice to be by him given to her the said *P. R.* or on his paying to her the said *P. R.* a proportionable part as an equivalent to make up the said 30*l.* then she the said *P.* to quit the said room and premisses. *Provided always*, and it is hereby expressly agreed between the said parties hereto, that in case such lease from the said duke, can be by him the said *E. C.* obtained before *Michaelmas* next in manner aforesaid, then he the said *E. C.* to give three days notice thereof to the said *P. R.* before *Michaelmas-day* next. *Provided also*, that if no such lease can be obtained by the said *E. C.* from the said duke in manner as aforesaid, before *Christmas* next, then these presents, and every covenant, condition and agreement herein contained, shall from thenceforth be null and void; any thing to the contrary notwithstanding. *And lastly*, for true performances, &c. *(Penalty.) In witness*, &c.

E. C's covenant to pay *P R.* 30*l.* or 25 guineas.

If only 25 guineas, *P. R.* to enjoy an apartment for herself for one year.

Provided that *E. C.* shall have the same in his own hands on giving notice and making up said 30*l.*

Proviso that if such lease cannot be obtained, this agreement to be void.

reement that a Leſſee ſhall procure a Leaſe for a longer Term than his preſent Leaſe, and afterwards grant a Building-Leaſe of a Piece of Ground, Part of the Premiſſes; and if ſuch Leaſe for a longer Term cannot be obtained, this Agreement to be void.

ticles, &c. *Between J. C.* of, &c. Gardener, of the one Part, and *F. H.* of, &c. Barber Surgeon, and *E. C.* of, &c. Butcher, of the ther Part.

WHEREAS, &c. (*recital of a leaſe from* B. B. *to* J. C. *of a houſe, ſtable*, &c. *and part of a garden, for* 21 *years, at a pepper-corn* .) *And whereas* it is mutually agreed between all the parties hereto manner following, *viz.* That in caſe the ſaid *J. C.* his executors, iniſtrators or aſſigns, or any perſon in truſt for him or them, ſhall at time procure a good leaſe to be made to him or them from *R. S.* of, eſq; or his truſtees, of the before mentioned premiſſes for the term o years, (be the ſame more or leſs,) that he the ſaid *J. C.* his execu- or aſſigns, or the ſaid *R. S.* or his truſtees, ſhall then forthwith y execute unto the ſaid *F. H.* and *E. C.* their executors, adminiſtra- and aſſigns, a good leaſe of the piece of ground herein after men- ed and deſcribed (being part of the above leaſed premiſſes) for and ing all ſuch term of years as ſhall or may be granted therein by the *R. S.* at and under the yearly rent of a pepper-corn during ſuch , and that in ſuch manner as herein after is for that purpoſe menti- ed, and by him covenanted to be performed. *And in conſideration reof*, they the ſaid *F. H.* and *E. C.* have agreed to accept of ſuch ſe, and to execute a counterpart thereof, and alſo to build ſuch num- of brick meſſuages on the ſame piece of ground, and that in ſuch nner as is herein after alſo covenanted to be performed. *Now theſe Pre- s witneſs*, and the ſaid *J. C.* in purſuance of the ſaid agreement, doth reby for himſelf, &c. covenant, &c. to and with the ſaid *F. H.* and *C.* their, &c. in manner as follows, *viz.* that he the ſaid *J. C.* his, c. ſhall forthwith uſe his and their utmoſt endeavours to obtain and rocure from the ſaid *R. S.* and his truſtees, a good and ſufficient leaſe, ith the uſual common and reaſonable covenants to be duly executed nto the ſaid *J. C.* his, &c. of all and ſingular the premiſſes compriſed s, and demiſed by the above recited leaſe for the term of 50 years, or or ſuch other term or terms of years as can or may be obtained or gotten herein; and alſo that either the ſaid *R. S.* or his truſtees, or he the ſaid *J. C.* his executors, &c. and all perſons whoſoever claiming any eſtate, term or intereſt, of, in or to the ſame premiſſes, from, by, un- der or in truſt for the ſaid *J. C.* his executors, &c. ſhall and will within —— next after ſuch new leaſe by him or them ſo obtained from the ſaid *R. S.* and his truſtees as aforeſaid, at the requeſt of the ſaid *F. H.* and *E. C.* their executors, &c. make and duly execute and deliver unto the ſaid *F. H.* and *E. C.* one or more good and ſufficient leaſe or leaſes, with the uſual; common and reaſonable covenants and agreements to be therein contained as in ſuch caſe accuſtomed, of *All* that piece or parcel of ground, (being part of the above mentioned leaſehold premiſſes,) ſituate,

Recital of a leaſe from *B. B.* to *J. C.*

Agreement that if *J. C.* can procure a leaſe of ſame premiſſes for 50 years, he, &c. ſhall grant a leaſe of part of ſaid premiſſes to *F. H.* and *E. C.* of which they are to execute a counterpart, and to build thereon.

J. C. covenants to do his endeavour to get ſuch leaſe from *R. S.*

and after to grant a leaſe of ſuch part to *F. H.* and *E. G.*

ſituate, &c. aforeſaid, and containing the dimenſions following, viz. from, &c. together with the free uſe, benefit and advantage of the water, and of a drain to be made for carrying the ſame from a well or dipping-place now belonging to the ſaid *J. C.* all ways into the ſaid intended to be demiſed piece of ground, (which drain is hereby agreed to be made and kept only free, cleanſed and repaired at the charges of the ſaid *J. C.*) together with all ways, paſſages, waters, water-courſes, profits, commodities, privileges and appurtenances whatſoever to the ſame piece of ground belonging or appertaining; *To hold* the ſame piece of ground and benefit of water and premiſſes, for the ſaid term of 50 years more or leſs, or for ſuch other term or terms of years as can, ſhall, or may be granted by the ſaid *R. S.* or his truſtees therein, *At* and under the yearly rent of a pepper-corn only, during all ſuch term or terms of years.

and a copy of leaſe from *R. S.* and to produce ſuch leaſe.

And alſo (if ſo required) ſhall and will then give a true atteſted copy of ſuch leaſe or leaſes, which ſhall be ſo made from the ſaid *R. S.* or his truſtees, to the ſaid *J. C.* as aforeſaid, and likewiſe a proper covenant for producing the ſame at all times when occaſion requires, to the ſaid *F. H.* and *E. C.* their executors, adminiſtrators and aſſigns, and to his and their counſel and attornies, or in any court of law, for the maintenance and juſtification of their title to the ſaid piece of ground and premiſſes, to be to them ſo leaſed as aforeſaid. *And theſe preſents further witneſs*, and they the ſaid *F. H.* and *E. C.* (in conſideration of ſaid leaſe to be to them ſo made as aforeſaid, and alſo in purſuance of the ſaid agreement,) *Do* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *J. C.* his executors, adminiſtrators and aſſigns by theſe preſents in manner as follows, viz.

Covenant to build, and execute a counterpart of leaſe granted by *J. C.*

That they the ſaid *F. H.* and *E. C.* their, &c. ſhall and will, at their own proper coſt and charges, within —— next after the day of the date of ſuch leaſe to be to them ſo made of the ſaid piece of ground, and poſſeſſed as aforeſaid, erect, build, and completely finiſh on the ſame piece of ground, at leaſt —— good brick meſſuages or tenements, and alſo ſhall and will duly execute a counterpart of ſuch leaſe or leaſes to be to them ſo made by the ſaid *J. C.* as aforeſaid, and fronting, &c. containing, &c. *In witneſs*, &c.

Further agreement as to the conſideration money on *R. S.*'s granting ſuch leaſe, or in caſe he will not grant it.

Memorandum, It was mutually agreed, before the execution of the above articles, by all the parties to the ſame, that in caſe after the expiration of the above mentioned term of 21 years granted to the ſaid *J. C.* of the above leaſed premiſſes, the above named *R. S.* on making ſuch new leaſe of the ſame premiſſes as above mentioned, ſhall inſiſt to have any money rent reſerved thereon during the term of ſuch new leaſe, that then and in ſuch caſe they the ſaid *F. H.* and *E. C.* ſhall duly execute a bond with ſufficient penalty to the ſaid *J. C.* his executors and aſſigns, for the payment to him or them ſeverally, of one moiety or half part of ſuch money, rent to be ſo reſerved to the ſaid *R. S.* in ſuch new leaſe to be made from him as aforeſaid, the ſame to commence and be payable from the expiration of the ſaid preſent leaſe; and in caſe the ſaid *R. S.* will not grant a leaſe to the ſaid *J. C.* of the ſaid piece of ground ſo agreed for at a pepper corn, then the articles to be void. *As witneſs* our hands the day and year firſt above written.

Subſequent

Subsequent Agreements touching the Purchase of two Leases, a Time after executing the Purchase-Deeds being given for Payment of the Money and parting with Deeds, &c.

THIS *Indenture* made, &c. between the reverend *J. S.* &c. of the one part, and the right honourable *W. L.* and viſcount *N.* Sir *J.* L. knt. of the honourable order of the Bath, and *J. B.* of, &c. execu-rs, &c. of the other part. *Whereas* by indenture of leaſe and releaſe, d aſſignment, the leaſe bearing date the day next before, &c. and the leaſe bearing even date herewith, and both executed before theſe pre-nts, and made between the ſaid *W. L.* and Sir *J. M.* and *J. B.* of the e part, and the ſaid *J. S.* of the other part, whereby, after reciting the ſaid indenture of releaſe, two ſeveral indentures of leaſe, of grant demiſe, made and granted from and by the late and preſent biſhops *W.* of ſeveral lands and hereditaments therein particularly mentioned to them the ſaid *W.* lord *C.* Sir *J. M.* and *T. B.* and the ſaid *E.* late ke of *K.* the firſt of which leaſes being for three lives now in being, and e other for a certain term of 21 years therein mentioned; and further iting (*inter alia*) certain articles of agreement, bearing date the 11th of *March*, then and now lately paſt, and made between the ſaid *W.* d *C.* of the one part, and *G. B.* of, &c. (for and on the behalf of the d *J. S.*) of the other part, whereby they the ſaid *W.* lord *C.* (in con-deration of the ſum of 1600*l.* to be paid to them in manner as therein mentioned,) had covenanted and agreed, on or before the firſt day of *tober* then and now next enſuing, to convey, aſſign and aſſure unto the id *J. S.* the ſaid two ſeveral indentures of leaſes, and the ſaid ſeveral nds, hereditaments and premiſſes therein mentioned, and thereby re-ectively granted and demiſed, to hold unto the ſaid *J. S.* his heirs, ecutors and aſſigns, from *Michaelmas-day* then and now next enſuing, r and during the ſaid three lives, and the reſidue of the ſaid term of 21 ars then to come, in ſuch manner as in the ſaid articles is mentioned: *is witneſſed*, That in performance of the ſaid articles, and in conſi-ration of the ſaid ſum of 1600*l.* paid, or ſecured to be paid, by the id *J. S.* to the ſaid *W.* lord *C.* they the ſaid *W.* lord *C.* &c. *have* anted, conveyed and aſſigned unto the ſaid *J. S.* his heirs, executors, dminiſtrators and aſſigns, the ſaid ſeveral and reſpective leaſes, and the nds and hereditaments thereby granted and demiſed for the ſaid three ves, and for and during the then and now reſidue of the ſaid term of 1 years, in ſuch manner as in the ſaid indenture of releaſe is mentioned nd expreſſed; upon which indenture of releaſe there is a receipt indorſ-d and ſigned by them the ſaid *W.* lord *C.* for the ſaid 1600*l.* purchaſe-nonies, as in and by the ſaid indenture of leaſe and releaſe, and receipt hereon indorſed, duly executed and ſigned by them the ſaid *W.* lord *C.* re. relation being to them reſpectively had, more fully may appear: *And whereas* for ſome particular reaſons it was thought proper and conveni-nt, and agreed by all the parties hereto, (teſtified by their executing hereof,) that the ſaid indenture of leaſe, releaſe and receipt, ſhould be-ore the firſt day of *October* be now executed and ſigned in manner as foreſaid, yet notwithſtanding ſuch execution thereof, the ſaid ſum of 1600*l.* conſideration-money in the ſaid indenture of releaſe mentioned, and

To bear even date with releaſe.

Recitals, *viz.* The indenture of leaſe and releaſe, and the leaſes ſhort therein.

The articles for the purchaſe.

Conſideration of releaſe, &c.

Alſo reaſons for executing of the releaſe before monies paid, and agreements touching the ſame after mentioned.

and for which ſuch receipt given as aforeſaid, has not been by the ſaid *J. S.* as yet paid, nor was or is the ſame intended to be by him paid until *Michaelmas day* now next enſuing; and that until payment thereof it was and is further agreed, that they the ſaid *W.* lord *C.* ſhould receive the rents of all the ſaid premiſſes, and have the cuſtody as well of the ſaid leaſes and other deeds relating to the title of the ſaid purchaſed premiſſes, as alſo the ſaid indenture of leaſe, releaſe and aſſignment thereof, and that then on payment of the ſaid purchaſe-monies, the ſame ſhould be delivered to the ſaid *J. S.* and that he from thenceforth ſhould be intitled to, and have and receive the rents and profits of all the ſaid premiſſes, in ſuch manner as herein after is mentioned: *Now this Indenture witneſſeth*, and it is hereby agreed and declared by and between the parties to theſe preſents, that as well the ſaid two leaſes, and all title-deeds relating to the ſaid purchaſed premiſſes, as alſo the ſaid indentures of leaſe, releaſe and aſſignment thereof, ſhall remain in the hands of one of them the ſaid *W.* lord *C.* Sir *J. M.* and *J. B.* until *Michaelmas-day* now next enſuing; *And* the ſaid *J. S.* doth hereby acknowledge and declare, that the ſaid ſum of 1600*l.* in the ſaid indenture of releaſe mentioned to be by him ſo paid as aforeſaid, has not been by him as yet paid: *And* he the ſaid *J. S.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe and agree, to and with each of them the ſaid *W.* lord *C.* their executors and aſſigns, by theſe preſents, in manner following, *viz.* That he the ſaid *J. S.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *W.* lord *C.* ſome or one of them, or to the executors or aſſigns of the ſurvivor of them, at or in the now dwelling-houſe of, &c. the ſum of 1600*l.* of &c. on the ſaid *Michaelmas-day* now next enſuing, or within —— days then next following, without any deduction or abatement whatſoever (other than and except in caſe all or any the contingencies ſhall happen as in the before mentioned articles are excepted touching the three lives in manner as therein mentioned.) *And alſo*, That it ſhall and may be lawful, to and for them the ſaid *W.* lord *C.* their executors and aſſigns from henceforth peaceably and quietly to have, receive and take the clear rents, iſſues and profits of all and ſingular the ſaid leaſehold premiſſes ſo purchaſed as aforeſaid, until the ſaid *Michaelmas-day* now next enſuing, according to the true intent of theſe preſents, and of the before mentioned articles for that purpoſe; any thing in the ſaid in part recited indenture of releaſe contained to the contrary thereof notwithſtanding: *And* each of them the ſaid *W.* lord *C.* for themſelves, their executors and aſſigns, do and doth covenant, promiſe and agree, to and with the ſaid *J. S.* his heirs and aſſigns, by theſe preſents, in manner as follows, *viz.* That they the ſaid *W.* lord *C.* ſome or one of them, ſhall and will pay the ſeveral rents, and perform the covenants in the before mentioned ſeveral leaſes reſerved and contained on the leſſee's part to be paid and performed; *And alſo* diſcharge all taxes due and payable for ſaid purchaſed premiſſes until *Michaelmas-day* now next enſuing; *And alſo* ſhall and will (on payment of the ſaid ſum of 1600*l.* purchaſe-money, in manner as aforeſaid,) deliver or cauſe to be delivered unto the ſaid *J. S.* his heirs, executors or aſſigns, as well the ſaid two leaſes, and all other the title-deeds now in their or any of their cuſtody or power relating to the ſaid purchaſed premiſſes, as alſo the before mentioned indentures

Preſent conſideration and agreements and covenants, &c. *viz.* purchaſe deeds to remain in the ſellers hands until *Michaelmas-day* next.

Purchaſer's declaration that he has not paid purchaſe-monies, and that he will pay the ſame on *Michaelmas-day* next.

Sellers to receive rents of premiſſes till *Michaelmas-day* next.

Covenants from the grantor, *viz.*

To pay rent and taxes till *Michaelmas-day* next, and then to deliver title-deeds on payment of the purchaſe-monies.

entures of leaſe and releaſe and aſſignment thereof, ſafe, whole and ncancelled, (fire and all other inevitable accidents only excepted.) *nd further alſo*, That it ſhall and may be lawful to and for the ſaid *J.* Purchaſer . his heirs, executors and aſſigns on payment of the ſaid 1600*l.* pur- from thence aſe-monies, in manner as aforeſaid, from *Michaelmas-day* now next, to enjoy, &c. have, hold, poſſeſs and enjoy all and ſingular the ſaid purchaſed pre- iſſes, and to receive and take the rents and profits thereof, according the true intent and meaning of the ſaid indenture of releaſe for that rpoſe; any thing to the contrary thereof notwithſtanding. *Provided* A proviſo, if *ways, and laſtly*, It is hereby expreſsly agreed and declared, by and purchaſe-mo- tween all the parties hereto, and the true intent and meaning of them, ney be not paid d of theſe preſents, is, That in caſe default ſhould happen to be made at *Michael-* payment of the ſaid ſum of 1600*l.* purchaſe-monies, or of any part *mas-day* next, ereof, on or before *Michaelmas-day* now next, or within the ſaid —— then theſe ys then next after, according to the true intent of the ſaid articles and deeds to be theſe preſents, that then and in ſuch caſe the ſaid herein before in void. rt recited indenture of leaſe and releaſe, and the conveyance and ignment thereby made of the ſaid purchaſed hereditaments and emiſſes, ſhall from henceforth be null, void and of no effect; any ing to the contrary thereof in any wiſe notwithſtanding. *In wit-* ſs, &c.

Agreement (by Deed-Poll) between Landlord and Tenant, whereby Tenant ſurrenders up Part of Premiſſes to Lanalord, and be in Conſideration thereof, releaſes to Tenant Part of his Rent.

Indorſed on the Back of the Leaſe:

To all Perſons, &c. *the within named* A. *and* B. *ſend Greeting.*

WHEREAS the ſaid *A.* having occaſion to uſe, occupy and enjoy a ſtable and hay-loft, and alſo a piece of ground lying before the me, as the ſaid piece of ground is now ſtabled and ſet out, (being rt of the within demiſed premiſſes,) they the ſaid *A.* and *B.* have me to a mutual agreement touching the ſame, in manner as follows, iz. That he the ſaid *B.* ſhall ſurrender and yield up all his eſtate, ght, term of years and intereſt, of, in and to the ſaid ſtable, hay-loft nd piece of ground unto the ſaid *A.* for the now reſidue of the within granted term of 21 years, in ſuch manner as herein after is mentioned; *And that* he the ſaid *A.* in conſideration thereof, ſhall abate and diſ- charge unto the ſaid *B.* the yearly ſum of 40*s.* out of the within reſerved yearly rent of 12*l.* payable to him by the ſaid *B.* in ſuch manner as herein after alſo is mentioned. *Now theſe preſents witneſs*, That the ſaid *B.* (in purſuance and performance of his part of the ſaid recited agreement, and for and in conſideration of the ſum of 5*s.* of, &c. to him paid by the ſaid *A.* at or before the executing hereof, (the receipt whereof is by him hereby acknowledged,) *Hath*, and by theſe preſents he the ſaid *B.* *Doth* freely, clearly and abſolutely ſurrender, aſſign and yield up unto the ſaid *A.* all that the above and within mentioned ſtable,

hay loft

hay-loft and little piece of ground lying before the ſaid ſtable; and as the ſaid piece of ground is now ſtaked and ſet out, (being part of the within demiſed premiſſes,) together with all ways, paſſages, waters, water-courſes, profits, commodities and appurtenances whatſoever, to the ſaid hereby ſurrendered premiſſes belonging, and therewith now uſed, occupied and enjoyed, and all the eſtate, right, title, intereſt, term of years to come, poſſeſſion, property, claim and demand whatſoever of him the ſaid *B.* of, in and to the ſaid hereby aſſigned premiſſes by virtue of the within written indenture of leaſe or otherwiſe howſoever; *To have* and to hold the ſaid ſtable, hay-loft, piece of ground and premiſſes hereby ſurrendered and aſſigned, or mentioned or intended ſo to be, with their appurtenances, unto the ſaid *A.* his executors, &c. from henceforth for and during all the reſt and reſidue of the ſaid term of 21 years, which is now to come and unexpired, and that in as full, large, ample, and beneficial manner, to all intents, conſtructions and purpoſes whatſoever, as he the ſaid *B.* his executors or adminiſtrators, could or might have had, held, occupied and enjoyed the ſame, in caſe theſe preſents had not been made, *At* and under the yearly rent of one pepper-corn, (if lawfully demanded.) *And theſe preſents further witneſs*, That the ſaid *A.* (in purſuance and performance of his part of the ſaid recited agreement; and in conſideration of the ſurrender ſo made to him by the ſaid *B.* of the ſaid ſtable, hay loft and piece of ground as aforeſaid,) *Hath*, and by theſe preſents he the ſaid *A. Doth* for himſelf, his heirs, executors and adminiſtrators, freely, clearly and abſolutely relinquiſh, abate, releaſe and diſcharge the ſaid *B.* his executors, adminiſtrators and aſſigns, from henceforth during the now reſidue of the ſaid within granted term of 21 years, of and from payment of the yearly ſum of 40*s.* (being part of the yearly rent of 12*l.* by the ſaid indenture of leaſe reſerved and made payable to him the ſaid *A.*) and alſo of and from all actions, ſuits, diſtreſſes, troubles, claims and demands whatſoever of him the ſaid *A.* touching or concerning the ſame: *Nevertheleſs*, It is hereby mutually agreed and declared by and between them the ſaid *A.* and *B.* and they the ſaid *A.* and *B.* for themſelves and for their reſpective executors, adminiſtrators and aſſigns, covenant, &c. that all the reſidue of the within demiſed premiſſes ſhall from henceforth ſtand and be ſubject and liable to the payment of the yearly rent or ſum of 10*l.* (reſidue of the yearly rent of 12*l.*) by the ſaid *B.* his executors and adminiſtrators, unto the ſaid *A.* his executors and aſſigns, payable on the days within mentioned; and alſo to the ſeveral covenants, conditions and agreements, in the ſaid within written indenture contained, and which from henceforth as well on the leſſor's, as alſo on the leſſee's part, are to be paid, allowed, done and performed, according to the true intent and meaning of the ſaid indenture; ſave and except only as to his the ſaid *B.*'s payment of the ſaid yearly ſum of 40*s.* (part of the ſaid yearly rent of 12*l.*) ſo hereby abated and releaſed as aforeſaid, and alſo except all manner of reparations whatſoever from henceforth made, done and performed by him the ſaid *B.* his executors and adminiſtrators, according to his within mentioned covenant, for repairing the premiſſes as to the ſaid ſtables and hay-loft, ſo by him the ſaid *B.* ſurrendered up to the ſaid *A.* as aforeſaid. *In witneſs*, &c.

Agreement that a Leſſee will leave his Houſe, and deliver up his Leaſe to be cancelled at a Day agreed on, and before the Expiration of his Term; and in Conſideration thereof, the Leſſor covenants that the Leſſee ſhall be diſcharged from rent due, and that if his Wife, &c. be ſick, they may ſtay till they can be ſafely removed.

greed the, &c. *Between J. L.* &c. of the one Part, and *A. K.* of, &c. of the other Part, as followeth, *viz.*

WHEREAS the ſaid *J. L.* doth now dwell in a meſſuage or tenement of and belonging to the ſaid *A. K.* ſituate in, &c. which he is by virtue of a leaſe granted to him from *P. S.* which expires on the feaſt-day of St. *Michael* next enſuing the date hereof: *Now* the ſaid *J. L.* for the conſiderations hereunder mentioned, *Doth* hereby for himſelf, his executors and adminiſtrators, covenant and agree, to and with the ſaid *A. K.* his heirs and aſſigns, that he the ſaid *J. L.* his executors and adminiſtrators, will, on or before the, &c. now next enſuing, leave and deliver up the actual poſſeſſion thereof unto the ſaid *A. K.* his heirs and aſſigns, with all things which are fixed and belonging thereunto, and according to the tenor of the ſaid leaſe, and will then alſo deliver up the ſaid indenture of leaſe to be cancelled: *In conſideration* whereof the ſaid *A. K* for himſelf, his heirs and aſſigns, doth hereby covenant and agree with the ſaid *J. L.* his executors and aſſigns, as follows, *viz.* that he the ſaid *J. L.* his executors and adminiſtrators, ſhall be releaſed and diſcharged from all rent due, and which ſhall become due for the ſaid premiſſes, from *Michaelmas* laſt to the ſaid laſt day of —— next, by virtue of the ſaid recited leaſe; any reſervation, covenant or thing therein contained to the contrary notwithſtanding; and at the ſame time of ſurrendering the ſaid leaſe to the ſaid *A. K.* he the ſaid *A. K.* ſhall deliver up the counterpart thereof to be cancelled. *And further*, that in caſe the ſaid *J. L.* or his wife, or any of his children, ſhall happen to be ſick at the time of his leaving the ſaid houſe and premiſſes, ſo as it may endanger his or her life to remove therefrom; in ſuch caſe ſuch of them as ſhall be ſo ſick, ſhall have the uſe of the room (*over ſuch place*) until he or ſhe can be ſafely removed without prejudice to his or her healths. (*Add a penalty.*) *In witneſs*, &c.

Recital of *J. L.*'s living in a houſe held by leaſe.

Covenant to leave the premiſſes, &c.

Covenant to diſcharge the rent.

And that if any of the leſſee's family be ſick at the time of leaving the premiſſes, they may ſtay in ſuch an apartment.

THIRDLY, Agreements for the Sale of Houſehold Goods and Merchandizes, Trees, Wood, Timber, granting Annuities, transferring Stock, aſſigning Incumbrances.

Articles for Sale of Houſehold Goods, &c. as they ſhall be appraiſed.

Articles, &c. Between A. of, &c. and *B.* of, &c.

IT is hereby mutually covenanted and agreed by and between the parties to theſe preſents, that all and ſingular the houſehold goods, utenſils and implements of houſehold furniture, which are the property of and belong to her the ſaid *A.* and now are about or belonging to a meſſuage now in her occupation, called, &c. ſhall at the joint and equal charge of them the ſaid parties be appraiſed and valued by *C.* and *D.* (being two perſons choſen by the ſaid parties as appraiſers for that purpoſe) on or before the ——— day of this inſtant —— on or before which day they the ſaid appraiſers ſhall in writing by them ſigned give their valuation of the ſaid goods to the ſaid parties hereto; and in caſe the ſaid appraiſers ſhall differ in ſuch valuation, then they ſhall elect and chooſe a third ſkilful indifferent perſon, as an umpire to determine and value the ſame, whoſe valuation thereof within three days next after his election ſhall be concluſive and final therein to each of the ſaid parties thereto, ſo as ſuch his valuation be by him then ſigned and given, or tendered to the ſaid parties. *And* the ſaid *A.* doth hereby covenant with the ſaid *B.* that ſhe the ſaid *A.* (immediately after ſuch valuation made by the ſaid appraiſer or umpire of the ſaid goods) ſhall and will make an abſolute bill of ſale, and give poſſeſſion of all the ſaid goods ſo valued, unto the ſaid *B.* at the price or ſum of money the ſame ſhall be ſo appraiſed and valued at as aforeſaid. *And* the ſaid *B.* doth hereby covenant with the ſaid *A.* that he the ſaid *B.* will accept and take the ſaid goods at the price the ſame ſhall be ſo appraiſed and valued at as aforeſaid; and that he the ſaid *B.* at the time of her the ſaid *A.*'s executing ſuch bill of ſale, and delivering him quiet poſſeſſion of the ſaid goods, according to ſuch valuation thereof, ſhall and will then pay, or ſufficiently ſecure to be paid, to the ſaid *A.* the ſum of money for which ſuch goods ſhall be ſo valued at as aforeſaid. *And laſtly*, for true performance, &c. *(Penalty.) In witneſs*, &c.

Vide ſupra.

Another for a Sale of Goods, according to an Appraiſement to be made.

WHEREAS *J. W.* &c. is intitled to and poſſeſſed of the ſeveral goods and things following, *viz. (here inſert the particulars)* which ſaid goods are now in a *meſſuage*, &c. *It is mutually agreed* between the ſaid *J. W.* and *W. W.* of, &c. That all the ſaid goods and things ſhall within, &c. be appraiſed and valued by two perſons, which the ſaid parties ſhall and will within the time aforeſaid

d nominate and chooſe for that purpoſe; and according to ſuch
e appraiſement or valuation, and at and for the ſum which the
d goods, ſhall ſo amount unto the ſaid *J. W.* doth agree to ſell or
ign his right and title to the ſaid goods unto, the ſaid *W. W.*
d upon executing ſuch ſale or aſſignment of the ſaid goods,
d his right in and to the ſame, the ſaid *W. W.* doth agree and
venant to and with the ſaid *J. W.* to pay the ſum of money
hich upon ſuch appraiſement as aforeſaid the ſame ſhall ſo amount
to.

reement for the Sale and Delivery of a Parcel of Goods of ſuch Patterns on Arrival of a Ship's Freight, free and clear from Damage, and that the Purchaſer on Notice of the Ship's Arrival ſhall receive and pay for the ſame, and pay the Duty on Importation.

reement, &c. *Between N. G.* of the one Part, and *J. S.* of the other Part, as follows, (that is to ſay,)

HE ſaid *N. G.* for himſelf, &c. doth covenant, &c. to and with the ſaid *J. S.* his, &c. that he the ſaid *N. G.* for the conſidera-, and at the price hereunder mentioned, ſhall and will deliver, or e to be delivered unto the ſaid *J. S.* his, &c. in the river of —— ght free, and clear from damage —— *lb.* weight of —— of the ſe- forts, and agreeable to the ſeveral patterns hereunto annexed. the ſaid *J. S.* for himſelf, &c. doth covenant, promiſe and agree nd with the ſaid *N. G* his, &c. that he the ſaid *J. S.* his, &c. ſhall will, upon notice to him or them given by the ſaid *N. G.* his, &c. the ſaid —— being arrived in the river of *T.* receive, or cauſe the e to be received, from aboard ſuch veſſel wherein the ſame ſhall be ported, or ſhall then be; and ſhall and will well and truly pay, or e to be paid, unto the ſaid *N. G.* his, &c. ſo much lawful, &c. as ſaid —— *lb.* weight of —— ſhall amount unto, at the rate of — *per* pound; *And* ſhall and will alſo bear, pay and diſcharge all the om-duties and other charges to be paid for and in reſpect of the ſaid — after their arrival in the river of *T.* freight excepted. *(Penalties y be added.)* *In witneſs*, &c.

Agreement for the Sale of a Quantity of Goods, if the Factors have them by them at the Ship's Arrival at ſuch a Place.

Agreed the, &c. *Between G. W.* and *T. S* of, &c. of the one Part, and *T. N.* of, &c. of the other Part, as followeth, (that is to ſay,)

THE ſaid *G. W.* and *T. S.* do hereby for themſelves, their execu- tors, adminiſtrators, factors, or aſſigns, covenant, promiſe and agree to and with the ſaid *T. N.* his executors and aſſigns, that *H. S.* and *O. M.* merchants at *A.* the factors of the ſaid *G. W.* and *T. S* ſhall within —— days after the next arrival of the ſhip *V. H. R.* maſter, Covenant that a merchant's factors ſhall deliver on board a quantity of tar on the ſhip's arrival, at

at *A.* after the date hereof (to which place ſhe is now bound) deliver tender to be delivered on board the ſaid ſhip, for the proper account riſque of the ſaid *T. N.* at *L.* ſix barrels of tar, of the ſame goodneſs ſize as are uſually ſold and delivered at *A.* to the *Hollanders* upon tract; and likewiſe ſuch further quantity of the ſaid tar as the ſaid *H.* ſhall require, not exceeding four barrels, if the ſaid *H. S.* and *O. M.* within the time aforeſaid have the ſix barrels, and any ſuch further tity thereof at *A.* not ſold or diſpoſed of, or any leſs quantity of tar they ſhall then have not ſo ſold or diſpoſed of upon the ſaid ſhip's val there, as hereunder is mentioned: *And* the ſaid *T. N.* his exec adminiſtrators and aſſigns, doth hereby covenant, promiſe and to and with the ſaid *G. W.* and *T. S.* their executors and aſſigns, ly and ſeverally, that the ſaid ſix barrels, and what further quan tar the ſaid *H. S.* and *O. M.* ſhall have ready, and ſhall deliver, or der to be delivered on board the ſaid ſhip within —— days after rival at *A.* or any ſuch leſs quantity as aforeſaid, ſhall be recei board the ſaid ſhip, for the account of the ſaid *T. N.* as aforeſaid: that he the ſaid *H. N.* or the maſter of the ſaid ſhip for the time ſhall ſign bills of lading for what ſhall be ſo received on board her, delivered to the ſaid *T. N.* or his order in *L.* and that he the ſaid his executors and adminiſtrators, ſhall and will ſtand to and riſques and damages thereof after the ſame ſhall be ſo ſhipped: that the ſaid *T. N.* his executors, adminiſtrators or aſſigns, —— days after the ſaid bills of lading for the ſaid tar ſhall be by or delivered to the ſaid *T. N.* his executors or adminiſtrators, from the ſaid *G. W.* and *T. S.* or either of them, he the ſaid *T.* executors, adminiſtrators or aſſigns, ſhall and will well and truly or cauſe to be paid, unto the ſaid *G. W.* and *T. S.* their execu aſſigns, in *L.* ſo much lawful, &c. as the tar, which ſhall delivered on board the ſaid ſhip, and for which the ſaid bills of ſhall be ſigned as aforeſaid, ſhall amount to, at and after the —— *per* barrel. *And laſtly*, it is declared and agreed by and be the ſaid parties, That in caſe the ſaid *H. S.* and *O. M.* ſhall not any tar by them, or that what tar they ſhall have by them ſhall be to be ſold or diſpoſed of at the arrival of the ſaid ſhip at *A.* that the in either of the ſaid caſes theſe preſents, and every thing therein tained, ſhall be void and of none effect; any thing aforeſaid to the trary notwithſtanding. *And it is further agreed* by and between all ſaid parties to theſe preſents, That the ſaid *T. N.* ſhall pay all ch of ſhipping on board the ſaid goods, not exceeding two *per cent.* *witneſs*, &c.

Covenant that the ſame ſhall be received on board.

And bills of lading delivered.

And to pay for the tar after ſuch rate.

And that if the factors have not any tar by them on the ſhip's arrival, this agreement to be void, &c.

greement that Trees on an Eſtate ſold ſhall be valued, and the Value paid by the Purchaſor of the Eſtate.

ticles of Agreement, &c. *Between W. R.* of, &c. Gent. of the one art, and *J. T.* of *London*, Gent. and *C. T.* of the City of *Chi-hester*, Widow, Mother of the ſaid *J. T.* of the other Part, as fol-oweth:

WHEREAS the ſaid *W. R.* did lately agree with the ſaid *J. T.* and *C. T.* for purchaſe of all that, &c. and did agree alſo he the ſaid *W. R.* ſhould pay for all trees growing upon the pre- agreed to be purchaſed as aforeſaid, (other than pollard and fruit-, and ſuch trees which are not worth in value 3*s.* a-piece) ſuch fur- ſum of money as the ſaid trees (other than and except as aforeſaid) d be appraiſed and valued at by *H. H.* &c. (appraiſer nominated by ſaid *J. T.* and *C. T.*) and *G. B.* of, &c. (appraiſer nominated by ſaid *W. R.*) and in caſe they ſhould not agree in the value of the trees agreed to be paid for as aforeſaid, then ſuch further ſum of y as a third perſon, to be choſen by the ſaid *H. H.* and *G. B.* d value the ſame trees at: *And whereas* in purſuance of the ſaid ment the ſaid meſſuages, lands and premiſſes agreed to be pur- d as aforeſaid, have at the requeſt of the ſaid *W. R.* been convey- to and to the uſe of him and one *W. J.* and their heirs; and the m of 1680*l.* hath been paid to the ſaid *J. T.* and *C. T.* by the *W. R.* but the ſaid trees agreed to be paid for as aforeſaid have not been valued: *Now theſe preſents witneſs*, that it is hereby declared greed by and between the ſaid parties to theſe preſents, as follow- viz. That the ſaid *H. H.* and *G. B.* ſhall make and declare the tion of the ſaid trees agreed to be paid for as aforeſaid on or before rſt day of *March* next enſuing the date of theſe preſents; and in they ſhall not agree in the valuation of the trees to be valued as ſaid on or before the ſame day, that then they ſhall forthwith no- te and agree upon a third perſon to make his valuation of the ſaid agreed to be valued as aforeſaid, which valuation ſhall be made and ared on or before the 10th day of *March* next enſuing the date of e preſents. *And* the ſaid *W. R.* for himſelf, his heirs, executors d adminiſtrators, doth hereby covenant and agree to and with the d *J. T.* and *C. D.* their executors and adminiſtrators, that he the d *W. R.* his executors or adminiſtrators, ſhall and will within the ſpace 20 days next after the ſaid *H. H.* and *G. B.* ſhall have declared ſuch eir valuation, to be made by them as aforeſaid; or in default of ſuch luation, then within the ſpace of 20 days next after ſuch third perſon be nominated as aforeſaid, ſhall have declared ſuch his valuation to made as aforeſaid, well and truly pay, or cauſe to be paid, unto the d *J. T.* and *C. T.* their executors, adminiſtrators or aſſigns, ſuch m as by ſuch valuation which ſhall be made and declared as aforeſaid, e ſaid trees agreed to be valued as aforeſaid, ſhall amount unto. *And* e ſaid *J. T.* for himſelf, his heirs, executors and adminiſtrators, and e ſaid *C. T.* for herſelf, her heirs, executors and adminiſtrators, do, and

Recital of agreement for a purchaſe of lands, that the trees thereon ſhould be valued, and the value paid to the bargainor;

that the lands have been accordingly conveyed, but the trees have not yet been valued.

Agreement to make a valuation, to refer the ſame to a third perſon.

Covenant to pay according to the valuation.

Covenant to accept the ſame, and ſign an acquittance,

and each of them doth covenant, declare and agree, to and with the ſaid *W. R.* his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, as followeth, *viz.* That they the ſaid *J. T.* and *C. T.* ſhall and will accept of ſuch ſum of money as the ſaid trees agreed to be valued as aforeſaid, by ſuch valuation as ſhall be made and declared as aforeſaid, ſhall amount unto, in full ſatisfaction for ſuch trees: and alſo ſhall and will on receipt of ſuch ſum acquit, releaſe and diſcharge the ſaid *W. R.* and *W' J* their heirs, executors, adminiſtrators and aſſigns, of and from all contracts and agreements for, touching or concerning ſuch trees, to be valued as aforeſaid, in ſuch manner as their or any of their counſel in the law ſhall reaſonably adviſe or deviſe and require; and ſhall and will on or before ſuch receipt deliver, or cauſe to be delivered, unto the ſaid *W. R.* his heirs or aſſigns, all ſuch deeds, evidences and writings as touch or concern the ſaid premiſſes conveyed as aforeſaid, which they the ſaid *J. T. T. C* and *W. V.* gent. their agent or attorney, or any of them, have or hath in their or any of their cuſtody or power, or which they or any of them can come by without ſuit in law or equity. *Provided always*, That if either of the ſaid appraiſers nominated as aforeſaid, or ſuch third perſon to be nominated as aforeſaid, ſhall die before any ſuch valuation as aforeſaid ſhall be made and declared as aforeſaid, then and in ſuch caſe ſome other perſon or perſons ſhall immediately after ſuch dying be nominated in the room or ſtead of ſuch perſon or perſons ſo dying, by ſuch perſon or perſons who had before nominated ſuch perſon or perſons ſo dying; and in caſe of any ſuch new nomination or nominations, time ſhall be allowed for making a valuation of the ſaid trees agreed to be valued as aforeſaid, and for payment of the monies agreed to be paid for the ſame perſonally, to the reſpective times herein before particularly mentioned and allowed for making a valuation of the ſaid trees, and for payment of the monies agreed to be paid for the ſame. *And* for the true performance of ſuch of the covenants and agreements herein before contained, which on the part and behalf of the ſaid *W. R.* his heirs, executors or adminiſtrators, ought to be performed, according to the true intent and meaning of theſe preſents, he the ſaid *W. R* doth hereby oblige and bind himſelf, his heirs, executors and adminiſtrators, unto the ſaid *J. T.* and *C. T.* their executors, adminiſtrators and aſſigns, in the penal ſum of 1200*l.* (*The like covenant from* J. T. *and* C. T. *to the ſaid* W. R.) *In witneſs*, &c.

and deliver up deeds concerning the premiſſes conveyed.

Proviſo in caſe of death of any of the appraiſers.

Penalty.

Indorſed on the ſaid Articles.

Memorandum as to the value of the trees.

MEMORANDUM, That before the ſealing of the within written articles it was agreed between the parties thereto, that ſuch perſon or perſons, who by virtue of the within articles ſhall make and declare a valuation of the trees thereby agreed to be valued, ſhall alſo make and declare a valuation of all ſuch trees (other than fruit trees and pollards) as are growing upon the lands and premiſſes agreed to be purchaſed, as in the within written articles is mentioned, which they ſhall find to be worth more than 2*s.* 6*d.* a-piece, and not worth 3*s.* a-piece; and in caſe ſuch trees upon ſuch valuation ſhall amount in value to more than 30*l.* that then the ſaid *W. R.* his executors or adminiſtrators,

, ſhall pay unto the ſaid *J. T.* and *C. T.* their executors or admi-rators, ſuch ſum of money as the ſame trees worth more than 2*s.* -piece, and not worth 3*s.* a piece, ſhall upon a valuation to be made eof as aforeſaid amount to more than 30*l.*

ement for the Sale of a Parcel of Trees growing, and Liberty to cut down and carry them away, &c.

les of Agreement indented, &c. *Between R. H.* of —— of the one rt, and *E. M.* of —— Timber-Merchant, of the other Part, in anner following, (that is to ſay,)

HE ſaid *R. H.* in conſideration of —— to him in hand paid, at, &c. by the ſaid *E. M.* the receipt, &c. and in conſideration of the er ſum of —— to be paid him by the ſaid *E. M.* his executors or iniſtrators, as hereunder is mentioned, *Hath* granted, bargained and and by, &c. *Doth* grant, bargain and ſell unto the ſaid *E. M.* ecutors, adminiſtrators and aſſigns, —— of the oak trees, ſtanding and growing in and upon the lands and grounds belong-o the ſeveral farms, called —— or any of them, in the pariſh c. now in the tenure, &c. which the ſaid *E. M.* his executors or , ſhall think fit to chuſe, and take from all or any of the ſaid , and the lands and grounds thereunto belonging, or to any of , together with the tops and bark of and belonging to the ſaid trees hereby ſold. *And* the ſaid *R. H.* for himſelf, his executors, iniſtrators and aſſigns, doth covenant, promiſe and agree, to and the ſaid *E. M.* his executors, adminiſtrators and aſſigns, by theſe nts, that at all or any time or times, until the, &c. which will be e year of, &c. he the ſaid *E. M.* his executors, workmen, ſervants, igns, ſhall and may have free liberty of ingreſs, egreſs and regreſs, and from all or any part of the lands and grounds belonging to the aforeſaid, or any of them, with horſes, carts and carriages, to e, take, fell, cut down and carry away the ſaid —— trees, and tops and bark thereof, to and for his and their own uſe and uſes; like liberty to make and dig ſaw-pits in convenient places in the grounds and therein to ſaw, cut out and convert all, or ſo many of ſaid trees as he or they ſhall think fit, for the better conveniency or riage thereof. *And* the ſaid *E. M.* for himſelf, his executors, ad-iniſtrators and aſſigns, doth covenant, promiſe and agree, to and with ſaid *R. H.* his executors, adminiſtrators and aſſigns, by theſe pre-nts, as followeth, (that is to ſay,) That within the time aforeſaid he ſaid *E. M.* his executors, adminiſtrators, ſervants or aſſigns, will uſe out, and at his and their own charge fell, cut down and carry ay the ſaid —— trees ſo ſold to him as aforeſaid; and in conſi-ration, and in full for the purchaſe thereof, ſhall and will truly pay, cauſe to be paid, unto the ſaid *R. H.* his executors, adminiſ-tors or aſſigns, the ſum of —— in the manner following, *viz.* — part thereof on the, &c. next enſuing the date of theſe pre-nts, and the remaining ſum of, &c. on the, &c. then next following. *Penalty.) In witneſs,* &c.

Sale of timber trees.

Liberty to cut them down and take them away, &c.

Covenant to take them away and pay the purchaſe-money.

Another.

Another

AS in the laſt to the parcels. *All* thoſe 500 oak timber trees and two elm trees marked with the letters *E. M.* with the boughs, tops and bark to them and every of them belonging, now ſtanding, growing and being in or upon the farms and lands of him the ſaid *R. H.* lying and being in the pariſhes of *S.* and *A.* in the county of *S.* *To have and to hold* all and ſingular the ſaid trees, with the boughs, tops and bark thereof unto the ſaid *E. M.* his executors, adminiſtrators and aſſigns, as his and their own proper goods and chattels, and to his and their own uſe and uſes, from henceforth for ever. *And* the ſaid *R. H.* doth hereby covenant, promiſe and agree, to and with the ſaid *E. M.* his executors and aſſigns, that it ſhall and may be lawful to and for the ſaid *E. M.* his executors. adminiſtrators and aſſigns, and his and their ſervants and workmen, with horſes, carts and carriages, from time to time, and at all convenient times, until the —— day of ——— which ſhall be in the year, &c. to enter and come into and upon the farms and lands where the ſaid trees or any of them are now ſtanding and growing there to fell, cut down, grub up, hew, ſaw, work out, convert and carry away all and every the ſaid trees before hereby bargained and ſold, and the boughs, tops and bark thereof; and to dig and make ſaw-pits in the ſame lands for the converting the ſame trees, (doing as little hurt, damage or ſpoil thereby as poſſibly may be:) And that he the ſaid *E. M.* his executors, adminiſtrators and aſſigns, ſhall and may at all times hereafter peaceably and quietly have, hold, take, poſſeſs and enjoy all and every the before mentioned trees, and the boughs, tops and bark thereto belonging, without any let, ſuit, claim, interruption or diſturbance of or by the ſaid *R. H.* his heirs, executors or adminiſtrators, or any perſon or perſons lawfully claiming, or which ſhall or may claim the ſame, by, from or under him or them. *And* the ſaid *E. M.* in conſideration of the premiſſes, doth hereby covenant, promiſe and agree, to and with the ſaid *R. H.* his, &c. that he the ſaid *E. M.* his, &c. ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *R. H.* his executors, adminiſtrators or aſſigns, the ſaid ſum of 70*l.* on the —— day of —— now next enſuing. *And alſo* that he the ſaid *E. M.* his, &c. ſhall and will within the ſpace of one month next after the ſaid —— day of, &c. fill up all ſuch ſaw-pits as ſhall for the purpoſes aforeſaid have been before that time made by him or his ſervants, or workmen, or any of the lands or grounds aforeſaid; and ſhall and will by the time aforeſaid carry off all the ſaid trees, and the timber, bark, and other ſtuff thereby ariſing, and clear the ſaid lands and grounds from the ſame: *And* that if the ſaid trees, or the timber, bark, and other ſtuff thereby ariſing, ſhall not by the time aforeſaid be carried off the ſaid lands and grounds, an d the ſaw-pits ſo filled up as aforeſaid, that then and in ſuch caſe he the ſaid *B. M* his executors and adminiſtrators, ſhall and will anſwer, pay and make good unto the tenants of the premiſſes all ſuch reaſonable damage as ſhall be ſuſtained by them, or any of them, for or by reaſon or means, or on account thereof. *In witneſs* &c.

Liberty to cut and carry them away, &c.

and to dig ſaw-pits.

Peaceable enjoyment.

Covenant to pay the purchaſe-money,

and before ſuch a day fill up ſaw-pits, and take away the trees, timber, bark, &c. or make ſatisfaction to the tenants.

The

The like of ſeveral Acres of Underwood.

Agreed, &c. *Between*, &c.

THE ſaid *P. J.* for the conſideration herein after mentioned, doth ſell to the ſaid *L. S.* all the underwood growing and being upon — acres of ground, now in the occupation of *J. G.* in, &c. within manor of *C.* belonging to the ſaid *P. J.* *And* the ſaid *P. J.* &c. h hereby covenant, &c. (*liberty to cut down and take away the wood. the foregoing Precedents.*) *And* the ſaid *L. S.* for himſelf, &c. doth Covenant to nant, &c. that he the ſaid *L. S.* his executors or adminiſtrators, in pay the money, ideration of the ſaid underwoods ſo ſold as aforeſaid, ſhall and will y pay, or cauſe to be paid, unto the ſaid *P. J.* her executors, adniſtrators or aſſigns, the ſum of —— of lawful, &c. on the ſaid, &c. ch will be, &c. *And likewiſe* that he the ſaid *L. S.* his executors, and cut the ants or aſſigns, ſhall and will cut the ſaid underwoods in ſuch man- underwoods as the ſame are uſually cut and felled in the ſaid manor, without do- as uſual, or committing any hurt or ſpoil to any other the woods belonging without hurt- the ſaid *P. J.* or otherwiſe. (*Penalties.*) *In witneſs*, &c. ing the other woods.

ther for the Sale of a Parcel of Trees, wherein the Purchaſors are to provide Veſſels to carry them from the Seller's Wharf.

reed, &c. *Between T. R.* of the one Part, and *H. D.* and *T. C.* of the other Part, *viz.*

THE ſaid *T. R.* for the conſiderations, &c. doth ſell, &c. (Vid. *the laſt Precedent.*) *And* the ſaid *H. D.* and *T. C.* covenant with ſaid *T. R.* That they will provide hoys, or veſſels, to take and re- e the ſaid timber trees from the ſaid *T. R.*'s wharf, from time to e, as the ſame ſhall be ready there, within the time aforeſaid. the ſaid *H. D.* and *T. C.* or ſome or one of them, will pay, or nſe, &c. unto the ſaid *T. R.* —— *per* load for every load thereof, are meaſure, and proportionably for a leſſer quantity than a load, as loweth, &c. —— thereof on the, &c. on the remainder of the ſaid ney which the ſaid timber ſhall amount unto, by the meaſure thereof aforeſaid, on the —— next following. (*Penalty.*) *In witneſs*, &c.

The

The like of Timber to be choſen by the Purchaſer out of a Parcel on a Wharf; and if any Pieces fall ſhort of what they are marked at, Allowance to be made by the Seller.

Agreed, &c. *Between E. L.* of, &c. of the one Part, and *J. T.* of the other Part, as follows, *viz.*

Sale of timber, to be choſen by the purchaſor out of a parcel on a wharf, an agreement to deliver the ſame.

THE ſaid *E. L.* &c. in conſideration of the ſum of ——, to them in hand paid at the ſealing and delivery hereof, by the ſaid *J. T.* in part for the timber hereunder mentioned, the receipt, &c. and for the further conſideration hereunder mentioned, do ſell unto the ſaid *J. T.* —— loads of oak timber, to be taken and choſen by the ſaid *J. T.* out of the whole parcel of timber belonging to the ſaid *E. L.* and partners, and now lying on (*ſuch a wharf*) belonging to Mr. *H. S.* at the rate or price of —— *per* load; *And* doth agree and promiſe to and with the ſaid *J. T.* to deliver all the ſaid timber to the ſaid *J. T.* or aſſigns at the wharf aforeſaid, when and at ſuch times as he or they ſhall demand, or think fit to take the ſame, or any part thereof. *In conſideration* whereof, the ſaid *J. T.* for himſelf, &c. doth hereby covenant, &c. that he will pay, or cauſe to be paid, unto the ſaid *E. L.* his executors or aſſigns, over and above the ſaid —— paid at ſealing hereof, all the remaining part of the monies which the ſaid timber ſhall amount unto, at the ſaid price of —— *per* load, as the ſame ſhall meaſure upon the wharf, as followeth, *viz.* (*ſo much on ſuch a day*, &c.) And it is agreed, that if any of the pieces of the ſaid timber ſhall fall ſhort of the ſaid meaſure as they are marked at, the ſaid *E. L.* ſhall make good the meaſure thereof to the ſaid *J. T.* or allow and deduct for the ſame out of the money to be paid as aforeſaid. (*Penalty.*) *In witneſs*, &c.

Covenant to pay the purchaſe-money.

Agreement that if any of the pieces fall ſhort of what they are marked at allowance to be made.

For the Sale of ſeveral Parcels of Oak Plants, the Dimenſions deſcribed, to be delivered to the Purchaſor at his own Wharf, the Seller to pay Lighterage; a Perſon agreed on to meaſure it. Payment to be on Delivery of each Parcel, or no more to be delivered.

Agreed, &c. *Between T. C.* of the one Part, and *J. W.* of the other Part, as follows, *viz.*

Sale of planks of ſuch dimenſions,

THE ſaid *T. C.* for the conſiderations, and at the price hereunder mentioned, doth ſell unto the ſaid *J. W.* —— loads of —— inches oaken plank, to mete by computation, one plank with another, at —— feet in length, and none leſs than —— feet, and to mete as aforeſaid at the top ends —— inches in breadth, and none leſs than —— inches; *And* that he the ſaid *T. C.* will deliver —— loads of the ſaid plank to the ſaid *J. W.* at his wharf at, &c. within —— days after the date hereof, if required by the ſaid *J. W.* and all the reſt of the ſaid plank at the place aforeſaid, within the ſpace of —— months after the date hereof, he paying for the ſame as hereunder is mentioned;

and delivery of the ſame at the purchaſor's wharf.

And that he the ſaid *T. C.* will pay the charge of lighterage of the plank to the ſaid *J. W.*'s wharf aforeſaid; *And* the ſaid *J. W.* doth by for himſelf, his executors and adminiſtrators, covenant, pro- and agree to and with the ſaid *T. C.* his executors and aſſigns, as weth, *viz* That he the ſaid *J. W.* his executors, adminiſtrators or ns, will take and receive the ſaid —— loads of plank on ſhore at his f aforeſaid, immediately as the ſame, or any part thereof, ſhall be ght thither, by or from the ſaid *T. C.* his executors and aſſigns in the ſaid —— months after the date hereof; *And* that he the *J. W.* his executors, adminiſtrators or aſſigns, will truly pay, or to be paid, unto the ſaid *T. C.* his executors or aſſigns, the ſum — of lawful, &c. *per* load, for every load of the ſaid —— inch , which ſhall be delivered in as aforeſaid, and will pay ſo much y as each parcel thereof, at the rate aforeſaid, ſhall amount unto, diately after the ſame ſhall be delivered as aforeſaid, and meaſured *. P. who* the ſaid parties do agree ſhall meaſure the ſame: *And* he the ſaid *J. W.* his executors and adminiſtrators, ſhall likewiſe he charge of taking the ſaid plank aſhore. *And laſtly*, it is declar- d agreed by and between the ſaid parties, for themſelves, their ex- rs and adminiſtrators, that if the ſaid *J. W.* his executors, admi- tors or aſſigns, ſhall not pay the money which each parcel of the plank ſhall amount unto, immediately after the ſame ſhall be deli- in, and meaſured as aforeſaid, in ſuch caſe the ſaid *T. C.* his execu- nd adminiſtrators, ſhall be at his and their liberty, whether he or will deliver any more of the ſaid plank, or not; theſe preſents, or ovenant, article or thing therein contained to the contrary not- tanding. *In witneſs*, &c.

The ſeller to be at the charge of lighterage.

The purchaſor to receive the ſame and to pay ſo much *per* load, &c.

Perſons agreed to meaſure it.

Agreement in caſe on non-payment on delivery of each parcel.

ement for the Purchaſe of Cordwood, with Liberty to cut the ſame, and convert it into Charcoal.

T is agreed and concluded upon by and between the ſaid parties here- unto, and the ſaid *A. B. Hath* bargained and ſold, and by theſe pre- nts *Doth*, &c. unto the ſaid *C. D. All* the cordwood that ſhall ariſe pm certain trees and parcels of trees, now growing and ſtanding on a rtain piece or parcel of rough ground, ſituate, &c. that he ſhall think to ſell, after the rate of —— the cord, each cord to be in meaſure cording to the uſual meaſure of cordwood, and to be cut yardwood ſides the kirfe. And the ſaid *A. B.* for himſelf, his heirs, executors d adminiſtrators, doth covenant and promiſe to and with the ſaid *C.* . his executors, adminiſtrators and aſſigns, in form following, (*viz.*) hat he the ſaid *A. B.* his, &c. at his or their own proper coſt and arges, ſhall and will ſtock up all and ſuch of the ſaid parcel of trees as or they ſhall think fit to convert into cordwood as aforeſaid; *And* ſo, ſhall and will permit and ſuffer the ſaid *C. D.* his executors or aſ- gns, at his and their own coſt and charges, as well to cut and convert e ſaid cordwood into charcoal at the lower end of the ſaid piece of ound called the *O. L* whereon the ſaid trees, or the greateſt part of em, now ſtands; and alſo to take the turf, duſt and earth, from off e premiſſes of the ſaid piece of ground, and not elſewhere, with free erty of carrying away the ſame wood, ſo converted into charcoal, from

Sale of cord- wood.

Bargainor co- venants to ſtock up ſuch trees as he thinks fit for cord wood, and permit the purchaſor to cut and convert the ſame into charcoal at, &c. and carry the ſame away.

from off the ſaid premiſſes, the moſt convenient way leading to the road that leads to —— aforeſaid. And the ſaid *C. D.* doth hereby for himſelf, his executors or adminiſtrators, covenant and promiſe to and with the ſaid *A. B.* his heirs and aſſigns, that he the ſaid *C. D.* his executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, the full and intire ſum of money that the ſaid cordwood, ſo rated as aforeſaid, ſhall amount unto, to the ſaid *A. B.* his executors or aſſigns, at or upon the —— day of —— next enſuing the date of theſe preſents. *Laſtly*, It is fully concluded and agreed by both the ſaid parties, that in caſe any difference ſhall happen to ariſe in meaſuring the ſaid cordwood, the ſame ſhall be referred to *W. P.* of, &c. to determine and finally compoſe the ſame.

Covenant to pay for the cordwood.

Difference to be referred.

Another Agreement for the Sale of Cordwood, different from the foregoing.

Articles, &c. *Between T. C.* of, &c. and *J. N.* of, &c.

THE ſaid *T. C.* for and in conſideration of the payments, covenants and agreements herein after mentioned, limited, expreſſed and declared, to be paid, done and performed by the ſaid *J. N.* hath granted, bargained and ſold, and by theſe preſents doth, &c. unto the ſaid *J. N.* his executors, adminiſtrators or aſſigns, all the cordwood that ſhall or reaſonably may be felled down, taken, cut out and cleaved, and ariſe from and out of one wood or certain woodlands called the *Wood*, being part of a farm and lands called *H. Farm*; which ſaid wood or woodlands are now in the occupation of the ſaid *T. C.* or his aſſigns, for and at the rate and price of 7*s.* the cord, and for every cord of wood that ſhall be felled, cut out and cleaved, corded up, coaled, converted or carried away, out of the ſaid wood or woodlands, and ſo after the rate for every leſſer quantity of the ſaid cordwood reſpectively, each cord of wood to be meaſured out, and to be 14 feet long and 5 feet high, and 3 feet over, according to the cuſtom of the country; and to be felled down, cut and cleaved, corded up, coaled and converted, and carried away, at the ſole and proper coſts and charges of the ſaid *J. N.* his executors, adminiſtrators, ſervants, labourers or aſſigns, at two ſeveral fellings to be had, *viz.* the *M.* — wood to be felled, cut out, cleaved, corded up, coaled, converted and carried away, on or before, &c. and the ſaid *B.* — wood, &c. to be felled, cut out, &c. on or before, &c. together with the benefit and advantage of colliers lodges and ladders, and liberty to coal out the ſame on or in ſome convenient place or places in the ſaid wood and woodlands aforeſaid; *Except* and reſerved to the ſaid *T. C.* his heirs and aſſigns, ſuch and ſo much aſh, being copper aſh, or alders, from or out of any of the ſaid wood or woodlands, as he the ſaid *T. C.* his heirs and aſſigns ſhall think fit and convenient; *To have and to hold* the ſaid cordwood, and every part thereof, under the conſiderations aforeſaid, unto the ſaid *J. N.* his executors, adminiſtrators or aſſigns, and to fell down, cut, cord, coal, convert and carry away the ſame, at his and their wills and pleaſures, at or before ſuch time and times, and in ſuch manner as aforeſaid, by all uſual ways and

nd paſſages, doing no wilful hurt, waſte or ſpoil to any of the woods r grounds belonging to the aforeſaid farms, or any of them; *But* with is reſtriction, exception or condition nevertheleſs, that the ſaid *J. N.* s executors, adminiſtrators, ſervants, labourers and aſſigns, ſhall not p or lop any timber or timber-like trees, ſtanding, growing or being , upon or about the ſaid wood or woodlands, or any part thereof, nor y black rives, fellows or ſtandels left the laſt felling; and alſo ſhall nd will keep, preſerve and leave ſtanding on each of the ſaid woods and oodlands, ſo to be felled as aforeſaid, 15 young fellows or ſtandels of e beſt and likelieſt of the ſaid underwoods, to be preſerved for timber, there be ſo many to be found, and rateably and in proportion for ery leſſer quantity than one acre thereof. *Alſo* the ſaid *J. N.* for him-lf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, romiſe, grant and agree to and with the ſaid *T. C.* his heirs and aſſigns, theſe preſents, that he the ſaid *J. N.* his heirs, executors, adminiſ-ators or aſſigns, ſhall and will well and truly pay, or cauſe to be paid, nto the ſaid *T. C.* his executors or adminiſtrators, ſo much money as e ſaid cordwood ariſing on or of the ſaid *M.* — wood ſhall amount nto after the rate aforeſaid, in ſuch manner as is herein after mention-; for payment whereof, *viz.* one moiety of ſuch money on or before e —— day of, &c. now next enſuing the date hereof; and the er moiety thereof on, &c. and alſo ſo much money as the ſaid dwood ariſing on or out of the ſaid *B.* — wood, &c. ſhall ount unto, after the rate aforeſaid, in ſuch manner as is here-after mentioned, *viz.* one moiety of the money ſo ariſing on before, &c. and the other moiety thereof on, &c. All which ments aforeſaid ſhall be made and paid to the ſaid *T. C.* his rs and aſſigns, at or in the now dwelling-houſe of the ſaid *C.* ſituate in ——— aforeſaid. *Alſo* it is farther concluded d agreed upon by and between the ſaid parties to theſe pre-nts, that in caſe the ſaid *T. C.* ſhall fell, during the time afore-d, any timber or timber-trees ſtanding or growing in or upon y of the ſaid woods or woodlands, he the ſaid *J. N.* his heirs, ecutors, adminiſtrators, ſervants, labourers or aſſigns, ſhall cut t, cord up, cleave, convert and carry away the tops and lop-gs of ſuch timber-trees that ſhall be ſo felled for timber, and y 7*s. per* cord for each and every cord thereof, unto the ſaid *C.* his heirs or aſſigns at ſuch times when the underwoods oreſaid are to be paid for, in manner as aforeſaid. *In witneſs*, c.

An Agreement on giving a Bond and Judgment, for ſecuring the Payment of an Annuity, to ſecure the ſame Annuity on Lands, and then the Bond and Judgment to be void.

Articles, &c. *Between C. L.* of, &c. and *M. M.* of, &c.

Conſideration. Recital of a bond for the payment of 100*l. per ann.* during the grantor's life, and a judgment for the ſame.

WHEREAS the ſaid *C. L.* &c. for and in conſideration of the ſum of, &c. to him the ſaid *C. L.* by the ſaid *M. M* in hand, &c. by his bond bearing even date with theſe preſents, became bound to the ſaid *M. M.* in the penal ſum of, &c. conditioned for the clear yearly payment of, &c. during the natural life of the ſaid *C. L* to the ſaid *M.* his, &c. at, &c. without any abatement for, &c. the firſt payment, as alſo for the performance of the covenants, payments and agreements in theſe preſents mentioned and contained: *And whereas* the ſaid *C.* for the better ſecuring the payments of the ſaid yearly ſum of, aforeſaid, hath on the day of the date hereof given a warrant of attorney for acknowledging of a judgment to the ſaid *M. M.* in his majeſty's court of Common Pleas for the ſaid ſums of, &c. as by the ſame, relation being thereunto had, may more fully appear: *Now it is hereby declared and agreed* by and between the ſaid parties to theſe preſents, that the ſaid *C. L.* for himſelf, &c. doth hereby covenant, &c. to and with the ſaid *M. M.* his, &c. for the conſideration aforeſaid, that if the ſaid *M. M.* do and ſhall at any time within one month next after the death of, &c. pay unto the ſaid *C. D.* or his aſſigns, the further ſum of, &c. which ſaid ſum of, &c. he the ſaid *C. L.* doth hereby agree to and with the ſaid *M. M.* his, &c. to receive and accept upon the offer or tender thereof by the ſaid *M. M.* then he the ſaid *C. L.* ſhall and will by good and ſufficient conveyance or other aſſurance in the law, to the good liking and approbation of the ſaid *M. M.* convey and ſettle and aſſure unto the ſaid *M. M* and his aſſigns, to the uſe of the ſaid *M. M.* and his aſſigns, one annuity or yearly rent-charge of, &c. to be iſſuing and going out of certain lands, meſſuage and tenements of him the ſaid *C.* ſituate, lying and being within the kingdom of *England*, of the clear yearly value of, &c. *per annum*, free from all incumbrances whatſoever. *To have, hold*, receive, take and enjoy the ſaid annuity or clear yearly rent-charge of 100*l.* to the ſaid *M. M.* and his aſſigns, for and during the term of the natural life of him the ſaid *M. M.* payable quarterly in the four, &c. by even and equal proportions, without making any abatement for taxes, charges or aſſeſſments, impoſed or to be impoſed by act of parliament or otherwiſe howſoever; the firſt payment thereof to begin and to be made at ſuch of the ſaid feaſts as ſhall firſt happen next and immediately after the death of the ſaid, &c. and the ſaid *C. L.* for himſelf, &c. doth covenant, &c. (*Nomine pœnæ, power to enter and diſtrain, and covenant to pay without abatements.* See Tit *Grants.*) And *laſtly*, It is agreed by, &c. that he the ſaid *C. L.* making ſuch ſettlement for the ſame payment of the ſaid 100*l. per ann.* to the ſaid *M. M.* as aforeſaid, all ſubſequent payments on the ſaid bond for the ſame ſhall ceaſe and not otherwiſe, and until default ſhall happen in payment thereof, no execution or other proceſs ſhall be taken forth on the ſaid bond

The grantor covenants upon payment of 100*l.* more within one month after, &c. that he will aſſure the ſaid annuity to be iſſuing out of certain lands of 200*l. per ann.*

To hold the ſaid annuity for the life of the grantee, without any abatement for taxes.

Agreement that after the ſettlement made upon the lands *ut ſupra*, all ſubſequent payments on

ond or judgment againſt the perſon, lands, tenements, goods or chatels of the ſaid *C. L.* but if default ſhall happen to be made in all or any he payments contrary to the days and times herein before limited, then he ſaid *M. M.* his, &c. ſhall and may be at liberty to take forth any xecution or proceſs upon the ſaid bond and judgment, or either of hem, againſt the ſaid *C. L.* his lands and tenements, goods and chatels. *In witneſs*, &c.

the bond ſha'l ceaſe, and until default ſhall happen in payment no proceedings ſhall be upon the bond or judgment.

An Agreement to aſſign or transfer Eaſt India *Stock.*

Articles, &c. *Between A. B.* of, &c. and *C. D.* &c.

THE ſaid *A. B.* in conſideration of, &c. to the ſaid *C. D.* paid at and before the ſealing and delivery hereof, the receipt, &c. doth venant, &c. to and with the ſaid *C. D.* his executors, adminiſtrators d aſſigns, that if the ſaid *C. D.* his, &c. ſhall transfer or cauſe to be nſferred 100*l.* of the general joint-ſtock of the governor and compaof merchants of *London* trading to the *Eaſt-Indies*, to the ſaid *A. B.* executors, &c. on or before, &c. and thereof ſhall give notice in iting at the dwelling-houſe of the ſaid, &c. three days at the leaſt fore ſuch transfer, that then he the ſaid *A. B.* his, &c. ſhall and will ept the ſaid 100*l.* ſtock, and alſo well and truly pay, or cauſe to be , unto the ſaid *C. D.* his executors, &c. at the time of ſuch tranſring, the ſum of 150*l.* of, &c. for the ſame, together with all ſuch and ſums of money as ſhall, after the date hereof, and before ſuch nſfer, become due or payable into the joint ſtock on account of the 100*l.* ſtock, by virtue of any order of a general court or other rts, then and in ſuch caſe, all dividends and profits that ſhall after date hereof be voted, ordered and made, ariſe or happen on or in ſpect of the ſaid 100*l.* ſtock, ſhall be and remain to the ſaid *A. B.* his ecutors, &c. *But* if the ſaid *C. D.* ſhall not transfer, or cauſe to transferred, unto the ſaid *A. B.* his executors, &c. the ſaid 100*l.* ck as aforeſaid, within the time aforeſaid, then this preſent reement to be void, and the —— *l.* to remain to the ſaid *A. B.* witneſs, &c.

An Agreement to procure an Extent to be aſſigned to a Purchaſor who hath bought the Debtor's Eſtate, and paid it out of his Purchaſe-Money.

WHEREAS Sir *J. T.* of, &c. knt. ſtands indebted to me *G. H.* of, &c. in the ſum of 720*l.* which ſaid debt is found by an xtent againſt me the ſaid *G. H.* *I* the ſaid *G. H.* in conſideration of he ſaid ſum of 720*l.* to me paid by *W. B.* of, &c. at the requeſt of and or the ſaid debt of the ſaid Sir *J. T.* (the receipt whereof I do hereby cknowledge) *Do* hereby covenant, promiſe, grant and agree to and ith the ſaid *W. B.* that I the ſaid *G. H.* ſhall and will at the requeſt, oſts and charges of the ſaid *W. B.* procure the ſaid extent in due form

his own part reſpectively, and for his ſeveral heirs, &c. ſeverally co
nant, grant and agree to and with each and every other of us wh
names are hereunder written, and to and with his and their ſeve
that an incloſure and ſeparation be made; In what manner. heirs, &c by theſe preſents in manner and form following, viz. th
an incloſure and ſeparation by metes, bounds and fences, of the ha
and tenements lying in the ſaid common field, called, &c ſhall be for
with had and made, and from time to time renewed, preſerved and co
tinued for ever; and that in order thereunto, the ſaid common fi
ſhall be equally and indifferently parted and divided, in manner follo
ing, that is to ſay, to each and every of us, our heirs, &c. ſeveral
according to our reſpective intereſts, a juſt, equal and proportiona
part or ſhare (intire and lying together) of the ſaid field, rateably
proportionably, according to the quantities and qualities of the la
Surveyors to be appointed. there, by each and every of us reſpectively now held and enjoyed; a
that for the more juſt execution and performance of the ſaid new inte
ed diviſion, one or more ſurveyor or ſurveyors, meaſurer or meaſur
ſhall be had and procured for the true ſurveying and meaſuring of
ſame field as it now lies: and that for and touching the proportions
allotments according to the ſeveral and reſpective quantities and q
ties of the lands there, by which we now enjoy the ſame, there a
Ways to be made. be and ſhall be aſſigned and allotted ways and paſſages for all pa
concerned, to their reſpective incloſures ſo to be made as aforeſai
ſuch place and places of the ſame field, as ſhall be moſt fit and co
And for the more eaſy dividing the field, &c. ent; which ways are to be allowed out of the whole field, accordin
every one's proportion of land there. *And* for the more eaſy divi
of the ſaid field, and final ending and determining all differences
may happen to ariſe concerning the ſaid diviſion and incloſure, and
equal juſtice may be done to all therein concerned, in reſpect of
places allotted, and the quantities and qualities of the ground, and
making of bounds and every thing, ſo far as things of this nature are
pable of being ordered and determined to the ſatisfaction and conſe
all parties concerned; *We* whoſe names are hereunto written, and
and every of us, and our ſeveral and reſpective heirs, &c. ſhall and
from time to time, and at all times hereafter, ſtand to and abide
obſerve, perform, obey, fulfil and keep all and every ſuch rules, or
directions, determinations and judgments, as by *T. B.* of, &c. g
&c. ſhall from time to time be had, made and given in writing for
in behalf of him, them and every and any of us, for, touching
concerning the matters and things before mentioned, or any of th
A decree, &c. to be procured. *And* for ratifying, ſettling and confirming ſuch allotments, di
and incloſures as aforeſaid, and of our ſeveral eſtates, rights and in
eſts in the parts allotted and aſſigned, an order and decree of the h
court of Chancery ſhall be procured to be had and made, or elſe co
veyances and aſſurances in the law, from each and every of us, ſhall
made and executed, if counſel in the law ſhall ſo adviſe; and that th
Coſts and charges, how to be paid. coſts and charges, for our common good and benefit touching the
miſſes, ſhall from time to time be borne, ſuſtained and paid by all of
rateably and proportionably according to the quantity and quality
Fences to be made, &c. our reſpective lands. *Nevertheleſs* each and every of us ſhall, at his
coſt and charges, make at firſt, and from time to time repair, clea
and amend the bounds and fences to him and his reſpective allotment
dered and aſſigned to belong. *And* for the performance of all and ſi
gular

ir the covenants and agreements aforeſaid, ſo far as the ſame are to performed by us ſeverally and reſpectively, each and every of us, oſe names are hereunder ſubſcribed, *Do* and each and every of us ſeverally bind himſelf, his, &c. in the ſum of 20*l.* of, &c. to be d unto each and every of us, his heirs, &c. upon the non-permance of any of the covenants and agreements aforeſaid, which our ſeveral and reſpective parts are to be done and performed ording to the true intent and meaning of theſe preſents. *In neſs*, &c.

each binds himſelf in 20*l.* for the performance of the agreements.

*ween Proprietors of Common or Tenants in Common, (by Conſent of the Lord of the Manor, &c.) to divide and incloſe the Common, and to procure an * Act of Parliament for Confirmation thereof.*

* See the act tit. *Acts*.

cles of Agreement *Quadripartite*, indented, &c. *Between* the Right Honourable the Lord *W. M.* of the firſt Part, Sir *J. D.* &c. Bart. of the ſecond Part, the Reverend *A. B.* now Vicar of the Pariſh Church of *K.* in the county of *M.* (one of the Prebends of the Cathedral Church of *L.*) and *R. S.* (a Leſſee of the ſaid Prebend) of the third Part, and *E. C.* Eſq; *O. P.* Eſq; *E. J.* Gent. *J. C. J. H. S. E. J. W. F. W. A. T. W.* &c. (*Proprietors*) of the fourth Part, in Manner as follows, *viz.*

WHEREAS the ſaid lord *W. M.* and Sir *J. D.* or one of them, and their heirs are ſeiſed of, or reputed to be lords of the royalty of the manor of *K.* in the pariſh of *K.* aforeſaid, and he the ſaid Sir *D.* is ſeiſed in fee to him and his heirs, of, in and to all the quit-rents the ſaid manor, of the yearly value of ——— *l.* or thereabouts: *And whereas* there are four ſeveral large open common fields, not incloſed, and belonging to the ſaid pariſh of *K.* commonly called or known by the ſeveral names of the *O. Field*, the *S. Field*, the *T. Field* and *G. Field*, containing by eſtimation 48 yard-lands or thereabouts; and alſo a large piece or parcel of paſture ground called the *Cow Paſture*, containing by eſtimation ——— acres or thereabouts: *And whereas* the ſaid *A. B.* and his ſucceſſors, as one of the prebends of the cathedral church of *L.* are intitled to the great tithes ariſing and iſſuing out of the ſaid yard-lands in the pariſh of *K.* aforeſaid, of the yearly value of ——— *l.* or thereabouts, and which have been demiſed to the ſaid *R.* for the term of 21 years, at the yearly rent of ——— *l.* or thereabouts: *And whereas* he the ſaid *A. B.* now vicar, and all other perſons the ſucceſſors and vicars of the ſaid pariſh for the time being, are intitled to the yearly ſum of 2*l.* for his tithes ariſing and iſſuing out of every the ſaid yard lands in the pariſh of *K.* aforeſaid; and they the ſaid *C. O. P. E. J. J. C. J. F. H. S. E. J. W. F. W. A. T. W.* as freeholders and proprietors of the ſaid yard-lands in the pariſh of aforeſaid, are now poſſeſſed of and intitled to the ſame in manner as follows; that is to ſay, The ſaid *E. C.* to about 19 yard-lands, the ſaid *O. P.* to about two yard-lands, the ſaid *E. J.* to about eight yard-lands, the ſaid *J. C.* to about three yard-lands, the ſaid *J. F.* to about four yard-lands, the ſaid *H. S.* to about four yard-lands, the ſaid *E. J.* to about

Lord *M.* and Sr *J. D.* ſeiſed as lords of the royalty of the manor of, &c.

Four common fields not incloſed, containing about 48 yard-lands, and a large paſture ground.

Prebend of *L.* intitled to great tithes, which are now farmed by *R. S.*

Vicar of *K.* intitled to tithes.

To what quantity each proprietor is intitled to the yard-lands.

about four yard-lands, the ſaid *W. F.* to about one yard-land and ¼ of a yard-land, the ſaid *W. A.* to about one yard-land and ½ of a yard-land, the ſaid *T. W.* to about one yard land, &c. *And whereas* every of the ſaid proprietors has a right of common as well in the ſaid cow-paſture, as alſo in all other the commons in and belonging to the pariſh of *K.* aforeſaid, in proportion and according to their reſpective parts or ſhares in the ſaid yard-lands ſo reſpectively belonging to them in the pariſh of *K.* aforeſaid: *And whereas* the ſeveral lands of each proprietor lie intermixed and diſperſed over the ſaid four common fields and pared of paſture ground in ſmall parcels, which by long experience has been found very detrimental and inconvenient to the ſaid ſeveral proprietors, and has often occaſioned great diſputes amongſt them: *And whereas* the ſaid four common fields not being incloſed, and being kept in conſtant tillage, and by the great difficulty and expence in carrying ſoil and manure to ſo many different and diſtinct places, and for want of incloſing the ſame are greatly impoveriſhed, and as they are now uſed and occupied, are incapable of any improvement: *And whereas* the ſaid paſture called the *Cow Paſture* is now of little advantage to the ſaid proprietors, but if the ſame was divided and incloſed, and the reſpective proprietors at liberty to convert the ſame into tillage, the ſame might be greatly improved: *And whereas* the ſaid *E. C. O. P. E. J. J. C. J. F. H. S. E J. W. F. W. A. T. W.* &c. the ſaid proprietors, parties to theſe preſents, in regard that if the ſaid four common fields and cow paſture were incloſed, the ſame will very much tend to their public good and mutual advantage, by and with the conſent and approbation of the lord *W. M.* Sir *J. D. A. B.* and *R. S.* his leſſee (teſtified by their being parties to and executing of theſe preſents) *Have* mutually agreed, that the ſaid four common fields and cow paſture in *K.* aforeſaid, ſhall be divided, allotted and aſſigned to every of the ſaid proprietors, parties hereto, as and for their ſeveral and reſpective parts and ſhares therein by the commiſſioners herein after named, in ſuch manner as herein after is mentioned and expreſſed; *And that* each and every of them the ſaid proprietors ſhall and will accept and take their reſpective parts and ſhares of and in the ſaid premiſſes, with and under ſuch reſtrictions, and ſubject in ſuch manner as the ſame ſhall be by the ſaid commiſſioners ſo ſet forth, allotted and aſſigned; *And that* each of them the ſaid proprietors at their reſpective charge, ſhall hedge and fence in their reſpective parts and ſhares of the ſaid four fields and cow paſture, ſo to be to them reſpectively ſet forth, allotted and aſſigned, and keep the hedges and fences ſo to be made thereof at their reſpective charge at all times in good repair; *And alſo that* they the ſaid proprietors ſhall hold and enjoy their parts, ſo to be reſpectively ſet forth, allotted and aſſigned, in ſeveralty, and as ſeparate and diſtinct parcels of the ſaid four common fields and the ſaid cow paſture, which they now enjoy, together with free liberty to plow and ſow the ſame in ſuch manner as they ſhall think fit; *And that* they the ſaid proprietors, parties hereto, at their charge in proportion, according to their reſpective yard-lands, ſhall and will uſe their endeavour to get an act of parliament for ſo doing, in ſuch manner as herein after is alſo mentioned and expreſſed: *Now theſe preſents witneſs*, that they the ſaid *E. C. O. P. E. J J. C. J. F. H. S. E. J. W. F. W. A. T. W.* &c. (parties hereto) in purſuance and part of performance of their ſaid recited agreement, ſeverally and

Their right of common in proportion to the yard lands.

Lie intermixed.

Diſputes, &c. Inconveniency of the four fields not being incloſed.

The paſture by incloſure, might be improved.

The proprietors have agreed (with the conſent of lord *M.* and Sir *J. D. A. B* and *R. S*) to incloſe and divide the premiſſes, &c.

Accept their ſhares.

Make fences,

and ſhall enjoy their ſhares.

And ſhall uſe their endeavour to procure an act of parliament for ſo doing.

The parties covenant that the premiſſes

not

jointly, nor the one for the other, or for the heirs, executors, adiſtrators or aſſigns of the other, but each of them for himſelf, and his own heirs, executors and adminiſtrators, and for his and their acts only, *do*, and each of them *doth* covenant, promiſe and agree nd with each other of them, and to and with the heirs, executors adminiſtrators of each other by theſe preſents, in manner and form owing, that is to ſay, That the ſaid four common and open fields d by the ſeveral names of the, &c. alſo the ſaid piece of paſture and called the *Cow Paſture*, ſituate, &c. and all the head-lands, s, hades, ſladea, ditches, fences and mounds thereunto belonging, , by and with the conſent and approbation of the ſaid lord *W. M. J. D. A. B.* and *R. S.* the leſſee, teſtified as aforeſaid, on or be- , &c. which will be in the year, &c. at the proper coſts and charges e ſaid ſeveral and reſpective proprietors parties hereto, be allotted divided by commiſſioners hereby appointed, or the ſurvivors of , or any five or more of them, unto and amongſt the ſaid ſeveral rietors in proportion to their reſpective intereſts, and according to ſeveral yard-lands herein before particularly mentioned to be by reſpectively now held and enjoyed, and that each of them the ſaid rietors and his heirs, ſhall hold and enjoy his part and ſhare ſo to be ld and allotted to him, of and in the ſaid four common fields and paſture in ſeveralty, and as a ſeparate and diſtinct farm, and ſhall hold and enjoy the ſame eſtate and intereſt in the part ſo to be al- , as he or they reſpectively now have in the ſaid four common fields paſture ground, in reſpect and lieu whereof ſuch allotments are to nde; and that each of them the ſaid proprietors ſhall fence, hedge d incloſe the ſame, in ſuch manner and proportion as the ſaid com-

at the charges of the proprietors ſhall be divided by commiſſioners, &c.

pners or the ſurvivors of them, or any five or more of them, ſhall e making of ſuch allotments direct and appoint, and that the afore- allotments, and the eſtates and conditions of the eſtates, and the ber of acres, whereby each of the ſaid proprietors will be intitled to llotment, ſhall be at their like coſts made in writing, and ſhall be ed at the general quarter ſeſſions to be held for the ſaid county of

Provided nevertheleſs, That any thing herein contained ſhall not d to give unto the ſaid commiſſioners, or any other perſon or per- whatſoever, any power or authority in giving any undue prefer- , or the preferring one before another, to any of the ſaid proprie- parties hereto, in reſpect to their allotments or ſhares in the ſaid common fields and cow paſture ground ſo to be new incloſed as ſaid; and that the ſaid commiſſioners in making their allotments have regard to the goodneſs and ſituation, as well as to the quan- of the lands to be aſſigned, and ſhall allot to each of the ſaid pro- ors his ſhare and part, ſo that it may be contiguous and lie toge- or as near as conveniently may be. *And whereas* great hurt and ge may happen unto the planting and ſetting quick-wood or any r wood, for the fencing any part or parcel of the ſaid four fields and paſture ground ſo to be incloſed as aforeſaid, by ſheep or cattle go- in any of the lanes or roads which are to be left by incloſing the ; *Therefore it is hereby further agreed* by and between the ſaid pro- ors, parties to theſe preſents, that every of the ſaid proprietors or rs of the ſajd new incloſure, ſhall have full liberty, for and during erm of ——— years, from and after ſuch new incloſure made, to

The commiſſioners not to give undue preference.

What they ſhall have regard to, and how they ſhall act.

Preſervation of quick-wood hedges.

erect

erect and ſet up any gate or gates acroſs any part or parts of the road or lanes againſt his or their lands for keeping out ſheep and cattle, and to prevent their deſtroying any quick-wood or other fence which ſhall be planted for incloſing any part or parcel of the ſaid four common fields and cow paſture ground ſo to be incloſed as aforeſaid. *And wherein* it will be requiſite that ſome convenient time ſhould be fixed for every of the ſaid proprietors to accept of their reſpective allotments or ſhares which will be made by the ſaid commiſſioners in manner as herein above mentioned, for which purpoſe it is hereby further agreed and declared by and between all and every of the ſaid parties to theſe preſents, that the ſaid commiſſioners or the ſurvivors of them, or any five or more of them, ſhall within ſix calendar months after ſuch time as they ſhall have admeaſured the ſaid four common fields and cow paſture ground, and declared the number of acres contained therein, divide and aſſign to and amongſt the ſaid ſeveral proprietors of the ſaid four common fields and cow paſture ground, their reſpective allotments and ſhares; which ſeveral allotments or ſhares the ſaid proprietors ſhall accept, have, hold, enjoy in manner as aforeſaid, and ſhall fence and incloſe the ſame in ſuch manner, and in ſuch time, as the ſaid commiſſioners or the ſurvivors of them, or any five or more of them, ſhall direct and appoint; and if any difference ſhall ariſe touching the ſowing, laying down, according or incloſing the ſaid reſpective ſhares, or touching any allowance or ſatisfaction to be made for the growing corn or for manure, or concerning any intereſt of the ſaid proprietors, the ſaid commiſſioners, or any five or more of them, ſhall have full power and authority, and are the ſaid parties to theſe preſents hereby impowered and authorized to hear and finally determine the ſame. *And it is hereby further agreed* and declared by and between the ſaid parties to theſe preſents, that the ſaid commiſſioners hereby appointed, or any five of them, ſhall lay out, aſſign and allot, (in ſuch place or places of the ſaid four common fields and cow paſture ground to be incloſed as aforeſaid,) as they ſhall judge moſt proper, fit and convenient roads and paſſages for all perſons and carriages paſſing through the ſame; and that the ſaid roads and paſſages ſhall not be leſs than 20 feet of aſſiſe in breadth, to the end and intent that two carriages may paſs and repaſs therein at one and the ſame time; and it is hereby further agreed and declared by and between the ſaid parties to theſe preſents, that the ſaid commiſſioners, or any five or more of them, ſhall aſcertain and appoint the public and private highways or roads already made, or to be made, on the ſaid four common fields and cow paſture ground, or new incloſure thereof ſo to be made as aforeſaid, with the aſſiſe or breadth of each of them reſpectively, (ſo that the breadth of the ſaid public roads ſhall remain 30 feet wide, and the other roads 20 feet wide at leaſt) under their hands and ſeals, and that the ſame ſhall be inrolled at the ſaid general quarter ſeſſions; and that it ſhall not be lawful for any perſon or perſons hereafter to uſe any other way or roads over the ſaid intended new incloſure, either on foot, or with any horſe, mule or aſs, or with any coach, calaſh, chariot or chaiſe, or with any waggon, cart or other carriage, but ſuch highways or roads as the ſaid commiſſioners ſhall ſo aſcertain and appoint as aforeſaid; and that the ſaid commiſſioners, or any of them, ſhall not ſtop or turn any of the preſent high roads leading over the ſaid four common fields or cow paſture ground, or to appoint how or by whom

When the proprietors ſhall accept their ſhares.

Fencing.

Differences how accommodated.

Roads.

om the ſame or any of them ſhall be repaired, but that the ſame ſhall
n time to time be amended and repaired by ſuch of the ſaid proprie-
s as ſhall be intereſted in the ſaid new incloſure, in proportion and ac-
ding to their reſpective ſhares or intereſt therein; and it is hereby
ther agreed and declared by and between all and every the ſaid par-
to theſe preſents, that in the ſaid act of parliament ſo to be obtain-
as aforeſaid, there ſhall be a clauſe inſerted and thereby enacted,
t the executors, guardians or truſtees of any perſon or perſons under
, or otherwiſe incapable by law to accept of ſuch allotments as ſhall
made by the ſaid commiſſioners, ſhall be thereby enabled to accept
reof, for the uſe of ſuch perſon or perſons, infants, as if the ſaid
ons had been of full age or capable of acting for themſelves; and it
ereby further agreed and declared by and between all and every the
parties to theſe preſents, that nothing herein, or in the ſaid act of
iament agreed to be had for the confirmation of theſe preſent arti-
or any thing in the ſaid act to be contained, ſhall be conſtrued,
dged, deemed or taken to bar, hinder or prejudice the ſaid lord
M. and Sir *J. D.* or either of them, or their reſpective heirs, as to
ir reſpective rights and intereſt to the royalty of the lordſhip of the
nor of *K.* aforeſaid, or the ſaid Sir *J. D.* and his heirs, in reſpect of
and their having, receiving and enjoying all the quit-rents of the ſaid
nor ſo belonging to him as aforeſaid, nor the ſaid *A. B.* and his ſuc-
ors, as one of the prebends of the cathedral church of *L.* aforeſaid,
he ſaid *R. S.* the now leſſee of the ſaid great tithes, during the con-
ance of his ſaid leaſe, from receiving the ſaid great tithes ariſing
of the ſaid four common fields and cow paſture ground ſo to be in-
ed as aforeſaid, or the ſaid *A.* now vicar of *K.* aforeſaid, or his ſuc-
ors, vicars there, from receiving the ſaid yearly ſum of 2*s.* for his
es ariſing and iſſuing out of every the ſaid yard-lands in the pariſh of
aforeſaid; nor ſhall any clauſe or article in theſe preſents, or any
g in the ſaid act of parliament ſo to be had as aforeſaid, extend or
conſtrued, deemed, or judged or taken to revoke, make void, or in
wiſe alter any deed or deeds, ſettlement or ſettlements, limitation
limitations whatſoever, already made of the ſaid premiſſes ſo to be
incloſed as aforeſaid; and that each and every of the ſaid proprie-
, parties hereto, ſhall ſtand and be ſeiſed of their ſaid ſeveral allot-
nts or ſhares ſo to be reſpectively aſſigned and to be accepted by him
them to the ſame uſe or uſes, and ſubject to the ſame limitations, ef-
s, truſts and intereſts, as they the ſaid reſpective proprietors now
e and enjoy the ſame; any thing to the contrary thereof in any wiſe
twithſtanding. *And laſtly*, That they the ſaid proprietors, parties to
eſe preſents, ſhall and will, on or before the —— day of, &c. which
ll be in the year, &c. at their charge in proportion according to their
ſpective yard-lands now by them held and enjoyed in manner as afore-
d, uſe their endeavour to get an act of parliament for confirmation of
eſe preſent articles, according to the ſeveral agreements, and ſubject
ſuch proviſoes and reſtrictions, and ſaving of ſuch rights and claims,
hich they the ſaid lord *W. M.* Sir *J. D. A. B.* and his ſucceſſors, and
e vicar for the time being, and his ſucceſſors, can or may have or
aim, of, in and to the ſaid premiſſes, in ſuch manner as are herein
fore particularly mentioned and expreſſed, and alſo all ſuch other ſav-
gs, reſervations, and all other clauſes, powers and reſtrictions, as in

A clauſe to be in the act to be obtained.

Not to prejudice the lord of the manor, &c.

Nor alter any ſettlement, &c. concerning the premiſſes to be incloſed.

But the proprietors ſhall ſtand ſeiſed, &c of their allotments to the ſame uſes, &c. as heretofore, to get an act to confirm theſe articles.

acts

acts of parliament for incloſure of lands are uſually made, expreſſ ſaved and renewed. *In witneſs*, &c.

To incloſe and adorn a Square by the Contribution of the Owners or Inhabitants, or to procure an Act of Parliament for the ſame Purpoſe.

Articles, &c. *Between P. W.* of, &c. Carpenter, of the one Part, a *A. B. C. D. E. F.* &c. (all Owners, Proprietors or Inhabitants *G.* Square, as well on Behalf of themſelves, as on Behalf of ſuch ot Owners or Inhabitants, Proprietors of Houſes in the ſaid Squa and of the four corner Houſes whoſe Sides front the ſaid Square, now have or hereafter ſhall become Parties hereunto, by Sealing a Delivery hereof, in order to intitle themſelves to the Benefit of Covenants and Agreements herein after contained on the Part of t ſaid *P. W.*) of the other Part, as follows, *(viz)*

Several propoſals; one accepted.

WHEREAS ſeveral propoſals have been made and delivered to ſaid ſeveral owners, &c. whoſe names are hereto ſubſcri by ſeveral workmen for incloſing and adorning the ſaid ſquare: *whereas* the ſaid ſeveral owners, &c. have met ſeveral times and co dered of the ſaid ſeveral propoſals, and have accepted the propoſal

Total charge.

the ſaid *P. W.* which upon the neareſt computation, including the pa ing, and making up the garden, and paving ſome part of the ſaid ſq as herein after is mentioned, together with ſome ſmall incident cha (which the ſaid *P. W.* is to diſcharge,) will amount to the ſu

How to be raiſed.

—— *l. And whereas* it has been propoſed that the ſaid ſum of — ſhould be raiſed by a voluntary rate or ſubſcription on the ſaid ſev houſes in the ſaid ſquare, and on the ſaid four corner houſes, in reſp of the ſide front fronting the ſaid ſquare only by an equal rate or ſ ſcription of a certain ſum of money by the foot, according to the n ber of feet in the front of each houſe in the ſaid ſquare and ſide fron each of the ſaid four corner houſes, the number of feet of each h being hereunder written, and to make up the ſaid ſum of —— *l.* ſame will amount to —— *per* foot *per* houſe; the computation

P. W. covenants to incloſe the ſquare.

the whole being —— feet and —— inches: *Now theſe preſents wit* That the ſaid *P. W.* (in conſideration of the covenant herein after m tioned to be made on the behalf of the ſaid reſpective owners, pro tors and inhabitants, for the payment of the ſaid —— *l.* according the proportions herein after mentioned,) *Doth* for himſelf, his exe tors and adminiſtrators, covenant, promiſe and agree, to and with ſaid owners, &c. reſpectively by theſe preſents, that he the ſaid *W.* his, &c. ſhall and will on or before, &c. at his own proper coſts charges, incloſe the ſaid ſquare upon the ſame place where the old fou dation was, ſave that four corners of the ſquare are to be canted off,

In what manner.

make more room for coaches in manner herein after mentioned, (that to ſay,) That the ſaid foundation is to be a brick and a half wall of th beſt greyſtocks, and to be carried on —— feet —— inches above th ground, the railing to be with oak-poſts and rails, and deal bars, wit oak poſts to keep off coaches, top and bottom rails of oak —— inch

by

—— inches, middle poſts of oak —— inches ſquare, gate poſts of
t —— inches ſquare, deal bars —— inches and a half ſquare, ——
t wide, with the poſts; all the whole wood-work to be painted ——
s in oil, town locks, keys and hinges to the doors very good and
ſtantial, and that all the ſaid works ſhall be done and finiſhed in a com-
te, good and workman-like manner, together with the pavement to
made good at the four corners with good ſtones, and likewiſe in a
rkman-like manner. *And further*, that he the ſaid *P. W.* his, &c. The garden how made.
and will, within the ſame time, and for the ſame conſideration,
e, or cauſe to be made up, a garden within the ſaid intended inclo-
, which and the whole of the ſaid works are to be done according Re-painting.
o ſeveral plans marked with the letters *A. B.* and ſubſcribed by the
P. W. and ſhall paint the ſaid wood-work at the end of the firſt
e years, to commence from the ſaid —— day of, &c. twice in oil,
o depoſit the ſum of —— into the hands of one of the ſaid proprie-
, as ſhall be choſe by the major part thereof, to be laid out for the
poſe aforeſaid; *And* the ſaid owners, proprietors and inhabitants The owners, &c. covenant
e named, who have already executed theſe articles, and ſuch others
hem who ſhall hereafter execute the ſame, do for themſelves ſeverally
reſpectively, and for their ſeveral and reſpective heirs, executors
adminiſtrators only, and no further, covenant, promiſe and agree,
d with the ſaid *P. W.* his, &c. by theſe preſents, (in conſideration
the ſaid *P. W.* his, &c. do and ſhall perform the ſaid works before-
tioned to be done and performed within the time aforeſaid, in a
kman-like and ſubſtantial manner, according to the covenant of the
P. W. and the true meaning of theſe preſents) that they the ſaid
rs, &c. reſpectively, ſhall pay, or cauſe to be paid, the ſeveral to pay their proportions.
. of money wrote againſt the reſpective names of the ſaid ſeveral
rs, &c. according to the ſeveral dimenſions of the ſaid houſes, and
aid four corner houſes, as in the ſchedule hereunder are mentioned,
in 14 days after the ſaid works ſhall be compleated and finiſhed in a
and workman-like manner, as is herein before mentioned, and ac-
ing to the true meaning of theſe preſents. *Provided always*, That Proviſo, incaſe all the owners, &c. ſhall not come in, the covenant aforeſaid to be void.
aſe all the owners, proprietors or inhabitants in the ſaid ſquare, and
he ſaid four corner houſes, ſhall not execute this deed within ——
the date of theſe preſents, then the ſaid *P. W.* his, &c. ſhall be at
rty upon giving notice in writing, ſigned with his name, to two of
ſaid proprietors, informing them that he cannot get a ſufficient
ber of the ſaid owners, &c. to execute theſe preſents, ſo as to en-
age the ſaid *P. W.* his, &c. to begin the ſaid works, then, from
after ſuch notice to be given as aforeſaid, the reſpective covenants
ein before mentioned, as well on the part and behalf of the ſaid *P.*
as aforeſaid, as the ſaid owners, &c. ſhall be void and of none effect,
every article, clauſe and thing herein before written, ſhall ceaſe
determine; any thing, &c. *Provided alſo*, and it is hereby de- Proviſo, that on requeſt of four owners, &c. the works to be meaſured and valued.
ed and agreed, and the ſaid *P. W.* for himſelf, &c. doth hereby
ſent, declare and agree, that for and notwithſtanding the contract
doing the ſaid works, by theſe preſents made, he the ſaid *P. W.*
&c. ſhall and will at the requeſt of four of the ſaid owners, &c. to
made in writing, and ſigned with their reſpective names, and left at
now dwelling-houſe of the ſaid *P. W.* in ——, within 14 days after
ſaid works ſhall be compleatly finiſhed as aforeſaid, ſubmit all the

ſaid

Agreement, that in case the before agreement shall not take effect, application to be made to parliament.

said works to measure and value, as in the like cases are usual; any thing, &c. *And it is hereby further agreed*, by and between the said owners, &c. that in case the before agreement shall not take effect, application shall be made to parliament, as soon as conveniently may be for obtaining an act of parliament for inclosing and adorning the said square, and for raising such sums of money, and to make such rate upon the said owners, &c. as in the like cases are usual; and for the purpose a proper petition is to be prepared, and the said owners, &c. who execute these presents, respectively promise to sign such a petition and contribute according to their respective estates and interest towards the charge of obtaining such act; the same being to be repaid the said owners, &c. out of the money to be raised by such act. *In witness*, &c.

FIFTHLY, Agreements between Co-heirs, Tenants in Common, Jointenants and Joint Owners, concerning the Enjoyment of Estates, Depasturing Cattle, Plowing and Sowing Land, Dividing Rents, Corn, &c. and Survivorship.

Mutual Agreement between four Co-heirs and their Husbands, touching Enjoyment of Freehold and Copyhold Estates of the Wives late Father's.

THIS *Indenture quadripartite, Between S. F.* of, &c. and *M.* his wife, of the first part, *J. H.* of, &c. and *C.* his wife, of the second part, *J. D.* of, &c. and *A.* his wife, of the third part, and *E.* of, &c. of the fourth part; (the said *M. A. C.* and *E.* being the four daughters and co-heirs of *G. C.* late of, &c. deceased.) *Whereas* the said *G. C.* in his life-time, and at the time of his decease was seised in fee of all that freehold messuage, &c. with the appurtenances, in *B.* in the county of *E.* and also of, &c. being copyhold, and held of the manor of *B.* aforesaid, now in the possession of *J. B.* esq; at the yearly rent of 23*l.* and was also seised in fee of the three freehold messuages, &c. herein after mentioned, (*viz.*) of a messuage or house, with the appurtenances, in *B.* aforesaid, now in the possession of, &c. at the yearly rent of 10*l.* a messuage or tenement in *B.* aforesaid, and now in the possession of ——, at the yearly rent of 10*l.* and a messuage or house, *cum pertinentiis*, in *B.* aforesaid, now in the possession of ——, at the yearly rent of 10*l.* and the said *G. C.* was in his life-time, and at the time of his decease, also seised in fee according to the custom of the manor of *B.* aforesaid, of the two copyhold messuages, &c. herein after mentioned, *viz.* &c. a house with the appurtenances, in *B.* aforesaid, now in the possession of ——, at the yearly rent of 4*l.* and one other house, with the appurtenances, in *B.* aforesaid, now in the possession of ——, at the yearly rent of 4*l.* which said freehold and copyhold messuages or tenements and premisses upon the decease of the said *G. C.* descended to the said *M. A. C.* and *E.* as the four daughters and co-heirs of the said *G. C.* *Now this Indenture witnesseth*, That the said *S. F. J. H. J. D.* and *E. C.* do hereby, for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not jointly, or the one for the other, mutually and reciprocally covenant,

t, promiſe and agree to and with each other of them, their, his and heirs, executors, adminiſtrators and aſſigns, to execute and perform ſeveral articles, items, clauſes, matters and things herein after ſpe- ed and contained, which on the part and behalf of the ſaid ſeveral ties reſpectively are herein after mentioned, and intended to be done, cuted and performed, (that is to ſay,) That the ſaid *S. F.* and *J. S.* l receive and take to their own uſe the clear yearly rents, iſſues and fits of the ſaid meſſuage or tenement, orchard and premiſſes, with appurtenances, in the poſſeſſion of the ſaid *J. B.* and of the ſaid two hold meſſuages or tenements and premiſſes, with the appurte- ces, in the poſſeſſion of the ſaid —— and the —— yearly rents, s and profits, which ſhall accrue due for the ſame from *Michaelmas* next enſuing the date hereof; they the ſaid *S. F.* and *J. S.* (as g as they ſhall enjoy the ſame meſſuages or houſes and premiſſes, pay- yearly unto the ſaid *J. D.* and *E. C.* the ſum of 8*l.* in order to e the yearly rents of the meſſuages or tenements which they are to ive equal with the rents of the premiſſes which the ſaid *S. F.* and *S.* are to receive as aforeſaid.) *And* the ſaid *J. D.* and *E. C.* ſhall receive and take to their own uſe, the clear yearly rents, iſſues and fits of the ſaid three freehold meſſuages or tenements, with their ap- tenances, in the poſſeſſion of the ſaid ——, which ſhall accrue due the ſame premiſſes from *Michaelmas* now next enſuing the date here- *And* in regard the ſaid meſſuages or tenements and premiſſes are much out of repair, the ſame are to be forthwith repaired and ded, and the charges thereof to be paid, borne and ſuſtained by ſaid parties to theſe preſents, in equal ſhares and proportions. That the ſaid premiſſes are repaired, then the ſame are to be kept in te- able repair, by and at the charge of the reſpective parties who re- e the rents thereof; but in caſe any of the ſaid parties intitled to the fits of the ſame premiſſes, ſhall neglect keep the ſame premiſſes in air, after the ſame ſhall have been ſo repaired as aforeſaid, then any the other parties receiving the ſaid rents and profits, are hereby im- wered upon ſuch neglect or default, to repair the ſame premiſſes, and repay himſelf or themſelves out of ſuch rents and profits, which the ty or parties ſo neglecting or making default, to repair the ſame, as reſaid, ſhall be then intitled to receive by virtue of theſe preſents; l the tenant or tenants of the ſame premiſſes are hereby authorized, powered and directed to pay their reſpective rents accordingly. *And* caſe the ſaid *S. F. J. S. J. D.* and *E. C.* ſhall be inclined to alter, continue or make void theſe preſents, or any thing herein contained, en it ſhall be lawful for them to enter into any other agreement, and annul or make void theſe preſents, or all or any the agreements herein mprized; any thing herein contained to the contrary thereof in any ſe notwithſtanding. *Laſtly*, The ſaid ſeveral parties to theſe preſents hereby bind themſelves, their heirs, executors and adminiſtrators, the reſpective ſums of 100*l.* for the ſpecific performance and execu- on of the ſeveral covenants, clauſes, items and agreements herein ntained, and which are on their reſpective parts to be done, exe- ted and performed. *In witneſs* whereof the parties firſt above men- oned have hereunto ſet their hands and ſeals, the day and year firſt ove written.

Sealed and Delivered (being firſt duly ſtamped,) in the preſence of

Articles

Articles of Agreement to aſcertain each Perſon's Number of Cattle to be put on Common, and to make other Regulations as to the Corn Fields, &c.

Articles of Agreement indented, &c. *Between*, &c. being all of them Owners or Occupiers of ſeveral Lands, Tenements and Hereditaments, ſituate, lying and being within the Pariſh, Precincts, Common Fields, Meadows and commonable Places of *C.* in the County of *B.* of the one Part, and *W. B.* of, &c. Eſq; *M. S.* of, &c. Gent. and *W. J.* of, &c. Gent. and *J. B.* of, &c. Yeoman, of the other Part.

Recital of ſeveral perſons having ſurcharged the common to the prejudice of others having right.

WHEREAS divers and ſundry perſons that now are and have been the proprietors, owners and occupiers of divers and ſundry lands, tenements and hereditaments within the pariſh, precincts and commonable places of *C.* have for ſome time paſt greatly ſurcharged and oppreſſed the commonage and common of paſture within and belonging to the aforeſaid, by putting and keeping thereon more and greater number of cattle than they ought to have done, or have a right of common for, and by uſing the ſame in other manner than the ſame ought to have been uſed, to the great damage and prejudice of other perſons having right of commonage there: *Now* for the preventing, redreſſing and reforming the ſame for the future, and for the regulating and ordering of the commonage and common of paſture in time to come, which yearly and every year ſhould and ought to be had and taken within the precincts, common fields, common meadows and commonable places of *C.* by the owners and occupiers of lands therein, and for the aſcertaining how many and what number of commonable cattle ſuch proprietors and poſſeſſors of lands in that pariſh may hereafter have, keep and depaſture thereof, and to the end, intent and purpoſe, that all and every the perſons firſt above named, that are owners and occupiers of land in *C.* aforeſaid, that have and claim to have right of common in reſpect of the lands they hold and enjoy, may not oppreſs or ſurcharge the common by putting a greater number or more cattle thereon, or in other manner than is herein mentioned, expreſſed and declared, and that any one having ſuch right or common may have and enjoy their proportionable ſhare of common, and have the benefit thereof, in proportion to the ſeveral lands they hold and enjoy; *It is hereby covenanted*, and agreed upon, by and between the parties to theſe preſents, that all and ſingular the orders, articles and agreements herein after mentioned, expreſſed and ſet down, ſhall be punctually obſerved, performed and kept, by all and every the parties hereunto, and that the public advantage and equal right of all and every the inhabitants, owners and occupiers of lands in *C.* may be preferred before the private advantage of ſome ſelf intereſted perſons who endeavour to break through all orders that tend to the public advantage and good of their neighbours, they the ſaid *G. H. E. N.* &c. (the proprietors) for themſelves ſeverally and reſpectively, (that is to ſay) each of them for himſelf, and for his ſeveral and reſpective heirs, executors, adminiſtrators and aſſigns, and for ſo much as concerneth, or may concern, his own act and acts only, and not one of them for the other,

For preventing the ſame, and for aſcertaining the number of cattle of each proprietor, &c. according to their proportions of land.

ber, nor for the act or acts of the other, or for the heirs, executors, miniſtrators or aſſigns of the other, *Doth* ſeverally, and not jointly, venant, promiſe and agree, to and with the ſaid *W. B.* &c. their ex- tors, adminiſtrators and aſſigns, and to and with every of them, by eſe preſents, in manner following, (that is to ſay,) that they the ſaid *H. E. N.* &c. and their heirs, executors, adminiſtrators and aſ- ns, and every of them, ſhall and may, from time to time, and at all nes hereafter, during the ſpace of ——— years now next coming er the day of the date of theſe preſents, well and truly obſerve, per- m, fulfil, do and keep all and ſingular the articles, covenants, pro- ſes, clauſes and agreements herein after in and by theſe preſents men- ned and expreſſed, ſpecified and comprized, and ſhall, in caſe they, any or either of them, ſhall wilfully make breach, or willingly break or either of the ſaid articles, covenants and agreements, or procure ſame to be broken, pay, or cauſe to be paid, all and every ſuch ſum ſums of money, pains, penalties and forfeitures, by the ſeveral arti- to be paid on demand, without any fraud or delay. *And* it is ed upon by and between all the parties to theſe preſents, that they, ither of them, nor any other perſon or perſons, that hath or may any right of common for any cattle within the precincts, common dows, or commonable places of *C.* ſhall or will put thereon, keep or aſture there, during the ſpace of 12 years now next enſuing, any or greater number than one horſe or gelding, two cows or bul- s, and ſixteen ſheep, for every 20 acres he or they ſhall have, hold, and occupy in the ſaid common fields and meadows; upon pain penalty that they, every or either of them which do or ſhall put on, keep or depaſture there, any more or greater number of es, geldings, cows, bullocks or ſheep, than after the rate and pro- ion above mentioned, within the ſaid term, ſhall and will for every he or they ſhall make breach of this article, forfeit and pay, or e to be paid, unto the ſaid *W. D.* &c. or ſome or one of them, the of 10*s.* of lawful money of *Great Britain*, upon demand. It is alſo ed, by and between all the parties to theſe preſents, that neither nor any or either of them, or any other perſon or perſons that hath, all have any right of common for any cattle within the common fields *C.* ſhall or will put on or keep, feed or depaſture any of his or their s or bullocks in any of the highways, waſte groundsor commonable ces within the corn fields of *C.* until the 11th day of *May* yearly, ing the ſaid term of 12 years, upon payment and penalty that they, and every other perſon and perſons, that do or ſhall make breach of article, ſhall and will forfeit or pay, or cauſe to be paid, to them ſaid *W. D.* &c. or ſome or one of them, the ſum of 10*s.* upon de- and. *And* that neither they nor any of them, nor any other perſon or ſons, that hath or may have any right of common for any cattle with- the common fields, meadows or commonable places of *C.* ſhall or will or keep or depaſture any of his or their horſes, mares or geldings, on the highways, waſte grounds or commonable places in any of the n fields of *C.* aforeſaid, until the firſt day of *Auguſt* yearly, nor ſhall , keep or depaſture any of their horſes, cows or bullocks, into the n-fields that are ſown with beans, till ſuch fields be clean rid; nor horſes, cows or ſheep into the wheat ſtubbles, until one day after e wheat and corn be carried out of the ſame, nor any ſheep into bar-

The proprietors covenant to perform the agreements hereafter mentioned.

1ſt article. The quantity of cattle aſcertained in proportion to the land each enjoys.

2d article. Not to put any cows or bullocks in any of the highways, &c. within the corn fields till a day certain.

3d article. Not to put any horſes, &c. in the highways, &c. in the corn fields till, &c. nor put their horſes, cows, or ſheep into the wheat ſtubbles till, &c.

ley

Nor ſheep into the barley ſtubble, till, &c.

ley ſtubble, until the 16th day of *October* yearly, upon pain that they each and every of them, that do or ſhall make breach of this article, in any one of the particulars before-mentioned, ſhall and will forfeit and pay unto them the ſaid *W. D.* &c. or one of them, the ſum of upon demand.

4th article. Of draining water.

Alſo it is agreed by and between all and every the parties to theſe preſents, that they, and all other perſon and perſons which have, or hereafter may have, any lands in the tithe fields, that are, or ſhall be hereafter, during the ſaid term of 12 years, ſown made for tithe, that is or may be ſubject to damage by the water flowing thereon, ſhall and will, in a huſband like manner, water, furrow ſcower the water-courſes for the water to paſs away in the moſt and convenient places of their lands ſo ſown or made up for tithe, upon pain that they, and each and every other perſon and perſons that refuſe or neglect to water, furrow or ſcower the water-courſes in ner aforeſaid, ſhall and will forfeit and pay to them the ſaid *W. D. S. W. J.* and *J. B.* or ſome of them, the ſum of 6*s.* 8*d.* upon demand.

5th article. Who to be field drivers of tellers of cattle, and take care that theſe articles be obſerved.

And it is further agreed by and between the ſaid parties to theſe preſents, that *T. H.* &c. ſhall be field-drivers or tellers of the cattle that commoned and kept within the common fields and commonable places belonging to *C.* aforeſaid, to ſee and take care from time to time, during the ſaid term of 12 years, that all the clauſes, articles and agreements before mentioned, and every of them, be duly performed, obſerved and kept; to whom, or to any three or more of them, all every the parties hereunto, and all and every other perſon and perſons who have or hath any right of common in the common fields, meadows and commonable places of *C.* ſhall and will, before the fifth day of *April* yearly and every year, during the ſaid term of 12 years, give and ſend a particular account of what number or numbers of cattle they reſpectively keep, for or in reſpect of the lands they reſpectively hold and occupy, and particularly what and how many cattle they ſeverally keep, or may or can put on the ſaid commonable places, and what and how many commons have been let or demiſed to any other perſon or perſons, and to whom by name they have let the ſame; upon pain that every perſon or perſons that ſhall neglect or refuſe to give ſuch account, or ſhall break or infringe this article, or any part thereof, ſhall for every breach thereof pay unto them the ſaid *W. D. M. W. J.* and *J. B.* or ſome or one of them, upon demand, the ſum of

Commoners to ſend account of the numbers of their cattle.

In witneſs, &c.

An Agreement by Deed-Poll between Tenants in Common, about Plowing a Common Field, and aſcertaining the Quantity of Cattle to be put thereon when fit for paſturing.

TO *all*, &c. we whoſe hands and ſeals are hereunto ſet ſend greeting. *Whereas* a parcel of paſture ground, called, &c. and *Down*, lying, &c. is part or parcel of the manor of, &c. and belongs to the ſeveral lands and tenements in, &c. aforeſaid, which are in the ſeveral poſſeſſions of us whoſe names are hereunder written, by ſuch proportions and allotments thereof as were enjoyed or occupied with our ſaid ſeveral lands and tenements by the reſpective owners thereof about 30 years

o, when the ſaid down was ploughed and ſown with corn and ain; and ſince that time the ſaid down has been uſed by us in mmon for feeding ſheep, by every of us, after the rate of 50 ſheep every yard-land in, &c. aforeſaid, and proportionably for a greater leſs quantity: *Now know ye*, that it is agreed between us, That Agreement to m henceforth yearly, ſo long as the major part of us ſhall think plough adown. the ſaid down ſhall be ploughed and ſown with corn and grain, l uſed and enjoyed for that purpoſe ſeparately by us, according to our l former portions and allotments to our ſaid reſpective lands and ements; and every of us ſhall, in the laſt year of ſowing the ſaid n, ſow on his ſeveral allotment ſo much trefoil ſeed as the ma- Allotments. part of us ſhall think fit. *And it is further agreed* between us, Cattle when to t none of us ſhall permit or ſuffer any cattle to depaſture or be kept thereon or not, and kept upon the ſaid down at any time in any year after ſuch in what proportion. n ſhall be ſown in the ſaid down, until all the corn or grain re growing ſhall be cut, mowed and carried away; and at ſuch es in the year when the ſaid grounds ſhall be convenient for turing cattle, then none of us ſhall depaſture or keep there more other cattle than according to the proportion of 35 ſheep for y yard-land. *And it is further agreed*, That every of us, ac- Charges of ding to the proportion of his allotment aforeſaid, ſhall bear and hedges, &c. how to be paid. the charges of making and maintaining of ſuch hedges as the or part of us ſhall think neceſſary to be made upon the ſaid down, ſhall bear ſuch proportionable part of all charges, which the ma- part of us ſhall think fit to expend about the enforcing the due formance of the mutual agreements herein contained, and ſecuring enjoyment of the aforeſaid portions and allotments of the ſaid n. And for the true performance of, &c. (*A penalty may be added.*) *witneſs*, &c.

ween two Jointenants, that the Rents of Leaſehold Eſtates ſhall be equally divided, and that no Benefit ſhall be taken by Survivorſhip.

cles, &c. *Between J. G.* of, &c. of the one Part, and *R. D.* of, &c. of the other Part, *viz.*

WHEREAS, &c. (*recital of a leaſe from* J. W. *to* A. W. *of a meſ-* Recitals of two *ſuage*, &c. *for ſeven years, at* 20l. per ann. *and another leaſe from* leaſes. A. W. *to* J. F. *of two chambers and a cellar for five years, at* per ann.) *And whereas* the eſtate, right, title, intereſt and term Premiſſes veſted in the parties hereto. years to come of him the ſaid *J. W.* of, in and to the above ited premiſſes, and every part thereof, is lawfully come to and ted in the above named *J. G.* and *R. D.* by force and virtue of indenture of aſſignment, bearing date, &c. made by the ſaid *J. W.* Aſſignment. the ſaid *J. G.* and *R. D.* as in, &c. *And whereas alſo*, &c. (*Re-* Another leaſe. *l of a leaſe from ſaid* J. G. *and* R. D. *to* D. D. *of one chamber and , part of the premiſſes firſt above recited, for three years, at* 14l. per .) *Now theſe preſents witneſs*, and it is hereby agreed, by and be- Covenant that een the ſaid parties to theſe preſents, That foraſmuch as each of them the rent ſhall parties above named have diſburſed and paid equally their ſhares of be equally divided, money

money towards and for the purchaſing of the premiſſes before mentioned, that the aforeſaid rents of 20*l.* 8*l.* and 14*l.* in and by the ſaid ſeveral recited leaſes reſerved, ſhall be equally divided and ſhared between the ſaid parties to theſe preſents; *And* if either of the ſaid parties to theſe preſents ſhall happen to die before the end and expiration of the term and terms of years in the ſaid ſeveral indentures of leaſe before recited contained, that then and from thenceforth it ſhall and may be lawful to and for the executors, &c. of the party deceaſed, to have, occupy, receive, take and enjoy the full and entire moiety or half part of all the rents, iſſues and profits of all and ſingular the before recited premiſſes, with the appurtenances, in as large and ample manner and form to all intents and purpoſes as the party ſo dying ſhould or ought to have done if he were then living; any reſtraint, proviſion or ſtatute to the contrary notwithſtanding: *And* that neither of the ſaid parties, nor the executors, &c. of them, or either of them, ſhall or will at any time hereafter take, demand or receive any of the rents above reſerved, or make or give any diſcharge or acquittance of or for the ſame, or any part thereof, without the aſſent and privity of the other party, his executors, &c. firſt had and given under their hands. *Alſo* it is further agreed, &c. by and between the ſaid parties to theſe preſents, that neither of the ſaid parties, nor the executors, &c. of them, or either of them, ſhall or will at any time or times hereafter grant, bargain, ſell, aſſign, ſurrender or convey his or their eſtate or eſtates, right, title, intereſt, term of years to come, of, in or to all or any part of the before recited premiſſes, to any perſon or perſons whatſoever, without the knowledge of the other party, his executors, &c. and his or their refuſal to accept a grant, &c. of ſuch his or their eſtate, &c. he or they paying as much as any other ſhall and will give for the ſame. *And laſtly*, it is agreed, &c. by, &c. that all and every of the ſaid deeds and writings before recited ſhall be and enure, and be reputed, deemed and taken to be and enure to the joint uſe and uſes, benefit and commodity of both the ſaid parties, their executors, &c. and to no other intent or purpoſe whatſoever; and that the party ſo keeping the ſaid writing, his, &c. ſhall and will, upon the reaſonable requeſt of the other party, his executors, &c. at all times hereafter, produce and bring forth all and every, or ſo many of the ſaid writings as ſhall be required, either for the maintenance of their title to the premiſſes, or for the ſelling and conveying of his and their eſtate and intereſt of and in the moiety of all or any part of the ſaid recited premiſſes. *In witneſs*, &c.

and that no benefit ſhall be taken by ſurvivorſhip.

No one of the parties to receive rents without the other;

nor ſell his eſtate without the knowledge of the others and their refuſal to buy the ſame.

The writings recited to be for the benefit of both parties, &c. The party keeping them to produce them on requeſt.

reement between Jointenants for cutting Corn, and dividing it in the Field when the ſame ſhall be mowed and reaped.

ticles, &c. *Between R. G.* of, &c. of the one Part, and *J. N.* of, &c. of the other Part, as follows:

WHEREAS *J. N.* and *R G.* have a joint right, property and intereſt of, in and to the corn and grain ſtanding, growing and ng upon ſeveral parcels of land whereof *K. N.* father of the ſaid *J.* was poſſeſſed, lying, &c. *Now* for the better dividing the ſaid corn grain between the ſaid *R. G.* and *R. N.* they the ſaid *R. G.* and *N.* do covenant and agree in manner and form following, that is to The ſaid *R. G.* doth for himſelf, his, &c. covenant and agree, to with the ſaid *J. N.* his, &c. by theſe preſents, That when and as n as the ſaid corn and grain ſhall be reaped, mowed or cut down, he ſaid *R. G.* his, &c ſhall and will divide, or cauſe the ſame to be ided into two equal parts; and ſhall and will permit and ſuffer the *J. N.* his, &c. and his and their ſervants, labourers and workmen, h neceſſary carts and carriages peaceably and quietly to enter into and n all the ſeveral parcels of land before mentioned, and the moiety or half of all the corn or grain aforeſaid to load, have, take, carry y and enjoy, to and for the only proper uſe and behoof of the ſaid *N.* his, &c. without any let, trouble, interruption or contradiction r by the ſaid *R. G.* his, &c. without fraud or delay. *Alſo* the ſaid *N.* doth for himſelf, his, &c. covenant; &c. to and with the ſaid *R.* his, &c. by theſe preſents, That he the ſaid *R. G.* his, &c. ſhall or fully may load, have, take, carry away and enjoy the other moiety one half of the corn and grain aforeſaid, to and for his and their own per uſe and behoof, without any let, &c. of or by the ſaid *J. N.* &c. *And alſo* that the ſaid *J. N.* his, &c. ſhall and will from time time, upon notice and requeſt to him or them made, well and truly or cauſe to be paid unto the ſaid *R. G.* his, &c. all ſuch ſum or s of money as he or they ſhall expend, lay out or diſburſe for or out the reaping, mowing, cutting down or otherwiſe harveſting the n and grain aforeſaid, without fraud or delay. *In witneſs*, &c.

Agreement between two Joint Owners of Corn, for dividing the ſame as it is threſhed.

rticles, &c. *Between T. J.* of, &c. of the one Part, and *T. T.* of, &c. of the other Part, as follows, *viz.*

WHEREAS, the ſaid *T. J.* and *T. T.* are jointly poſſeſſed of a certain quantity of barley in the ſtraw, lately grown upon ght acres of land in, &c. and alſo of a certain quantity of oats, lately own upon twenty acres of land in, &c. which ſaid barley and oats are ow in the barn of the ſaid *T. J.* in, &c. and in a rick near the barn:

Now for the better dividing of the ſaid barley and oats, as is herein afte mentioned, it is covenanted and agreed between the ſaid parties in ma ner and form following, that is to ſay, the ſaid *T. J.* doth for himſelf, his, &c. covenant and agree, to and with the ſaid *T. T.* his, &c. by theſe preſents, That he the ſaid *T. T.* his, &c. and any other perſon and perſons to be by him or them appointed, ſhall or lawfully may fro time to time, and at all times ſeaſonable, before the —— day of —— next enſuing the date hereof, enter into and upon the barn of the ſaid *J.* before mentioned, and the cloſe thereunto adjoining, and threſh and winnow all the ſaid barley and oats there; and alſo have, take a carry away, to and for the uſe and behoof of the ſaid *T. T.* his, three-fifth parts, or three parts, the whole in five parts to be divid of all the ſtraw ariſing and coming of the ſaid barley and oats, threſhed from time to time, as the ſame ſhall be threſhed, without let, trouble, interruption or contradiction of or by the ſaid *T. J.* his, and alſo that he the ſaid *T. T.* his, &c. and any other perſon or per to be by him appointed, upon reaſonable notice to be given to the *T. J.* his, &c. ſhall or lawfully may from time to time, and at all ſeaſonable, after the barley and oats aforeſaid ſhall be threſhed and nowed, enter into and upon the barn aforeſaid, and the ſaid barley oats equally divided by the buſhel; and the moiety or one half of ſaid barley and oats ſo divided, ſhall or may have, take and carry a to and for the ſole and proper uſe of the ſaid *T. T.* his, &c. with any let, &c. of or by the ſaid *T. J.* his, &c. *Alſo* the ſaid *T. J.* himſelf, his, &c. doth further covenant, &c. to and with the ſaid *T.* his, &c. by theſe preſents, That he the ſaid *T. J.* his, &c. ſhall at any time, before the ſaid barley and oats ſhall be equally divided cording to the true intent hereof, have, take or carry away from barn or cloſe aforeſaid any part of the barley and oats aforeſaid. the ſaid *T. T.* doth for himſelf, his, &c. covenant, &c. to and with ſaid *T. J.* his, &c. by theſe preſents, That he the ſaid *T. T.* his, ſhall and will, at his and their only proper coſts and charges, threſh and winnow all the barley and oats aforeſaid, or cauſe the ſame to threſhed out and winnowed before the ſaid —— day of —— coming; and alſo that he the ſaid *T. T.* his, &c. ſhall and will pe and ſuffer the ſaid *T. J.* his, &c. peaceably and quietly to have, and enjoy two-fifth parts of all the ſtraw ariſing and coming of the ley and oats aforeſaid, the ſaid ſtraw to be divided by the daily thr ing, (to wit) the ſaid *T. J.* to have two days threſhings, and the *T. T.* three days threſhings thereof interchangeably; and alſo that ſaid *T. T.* his, &c. ſhall and will permit and ſuffer the ſaid *T. J.* his, &c. peaceably and quietly to have, take and enjoy, to and for his their only and proper uſe and behoof, the moiety or one-half of all barley and oats aforeſaid, being equally divided by the buſhel as aforeſ *In witneſs*, &c.

SIXTHLY,

KTHLY, Concerning the Maintenance of a Lunatic, and the Diſpoſition of his Effects.

tides, &c. *Between J. J.* of, &c. and *E.* his Wife, *M. B.* of, &c. *F. S.* of, &c. *J. S.* of, &c. and *C. S.* of, &c. (which ſaid *E. J. M. B. F. S. J. S.* and *C. S.* are the five Daughters of *W. S.* formerly of, &c. and *M.* his Wife, both deceaſed) of the one Part, and *J. R.* of, &c. of the other Part, in Manner as follows, *viz.*

WHEREAS the ſaid *W. S.* having iſſue five daughters, and one ſon called *T. S.* he the ſaid *W. S.* by his laſt will and teſtament writing, duly executed, did thereby make ſome proviſion for his ſaid ghters, in ſuch manner as therein is mentioned; and he the ſaid teſ- r did thereby deviſe to the ſaid *T.* his ſon the ſum of 200*l.* and alſo reverſion of a real eſtate therein mentioned, expectant upon the th of the ſaid *M.* his the ſaid teſtator's wife; and the ſaid teſtator reby made a proper proviſion for the education and maintenance of ſaid ſon, and appointed the ſaid *M.* his wife, and his daughter the *E. J.* executrixes of his ſaid will, and ſoon after died, ſeiſed of the real eſtate, and alſo poſſeſſed of and intitled unto a conſiderable ſonal eſtate, conſiſting (among other things) of the ſum of 1000*l.* and ſecured to him by mortgage made to him of the real eſtate of *W.* eſq; or of ſome other eſtate, ſituate, &c. *And whereas* ſoon after deceaſe of the ſaid *W. S.* —— the ſaid *M.* his wife, and one of his ecutrixes, having alone proved his ſaid will, and poſſeſſed herſelf of her ſaid teſtator's real and perſonal eſtates, (except the ſaid ſum of 00*l.* due and ſecured by the ſaid mortgage) ſhe the ſaid *M.* the exe- trix, afterwards ſold the ſaid real eſtate of her ſaid huſband for a con- rable ſum of money, which ſhe received, and procured the ſaid *T.* her ſon, to join with her in ſuch ſale: *And whereas* the ſaid *M. S.* her life-time purchaſed a meſſuage or tenement, ſituate, &c. for the due of a long term of years to come therein, and as the ſame now is late was in the occupation of, &c. *And whereas* the ſaid *T. S.* now and for a great many years laſt paſt hath been much diſordered in his derſtanding, and not capable of doing any act, inſomuch that he was t of capacity to make up any account with his ſaid mother, though continued under her care, and was maintained by her till the time of r deceaſe: *And whereas* the ſaid *M. S.* on account of the matters foreſaid, became conſiderably indebted unto the ſaid *T. S.* and for the tisfying of the ſame ſhe appointed, or intended ſo to do, that the ſaid oney due from the ſaid *E. W.* by his aforeſaid mortgage, and alſo the id meſſuage in *H.* ſtreet aforeſaid, ſhould be aſſigned to or for the be- efit of him and of his legal repreſentatives: *And whereas* the ſaid *T.* . as yet remains very much diſordered in his ſenſes, and in all human obability will never recover the ſame, and he is now under the care of he ſaid *M. B.* at her houſe in *N.* aforeſaid, and there is now due to her he ſaid *M. B.* for his maintenance, at the rate of 20*l. per* year ſince is mother's death, the ſum of 60*l.* or thereabouts: *And whereas* the-

ſaid *J. J.* out of his own proper money hath laid out and diſbur
over and above what was by him received, the ſum of 23*l.* 7*s.* 7*d.*
the neceſſary repairs of the ſaid meſſuage in *H.* ſtreet aforeſaid: *A*
whereas the ſaid principal ſum of 1000*l.* ſo ſecured as aforeſaid, is
due and owing, and ſince the ſaid *M. S.* there is due and in arrear,
the intereſt thereof, and for arrears of rent of the ſaid meſſuage, ſeve
ſums of money, amounting in the whole to the ſum of 160*l.* and
wards: *And whereas* the ſaid *E. J. M. B. F. S. J. S.* and *C. S.*
ter payment of 20*l.* a year for the maintenance of their brother the
T. S.) are during his life, intereſted of and in the ſurplus of the
yearly intereſt and rent in equal proportions, and after his death
tate, or *non compos*, they will be then intereſted in and intitled
ſaid ſum of 1000*l* and alſo to the ſaid meſſuage and tenement,
equally divided between them, and they being ſo intereſted and
in manner as aforeſaid, have mutually agreed, that as well the arr
intereſt and rent ſo now due as aforeſaid, and the ſurplus thereof,
the ſubſequent yearly intereſt and rent from henceforth during the
their ſaid brother, and after his death, the ſaid principal ſum of 1
as alſo the ſaid meſſuage, and tenement and premiſſes, ſhall go, be
applied and diſpoſed of to them and their reſpective repreſenta
equally in ſuch manner as herein after is in that behalf mentioned
expreſſed: *Now theſe preſents witneſs*, That in purſuance and per
ance of the ſaid recited agreement, and for the preventing of all
diſputes and controverſies that may happen or ariſe touching the
miſſes aforeſaid, and to the intent the yearly ſum of 20*l.* ſhall be
for the ſupport and maintenance of the ſaid *T. S.* during his life,
for other the ends and purpoſes aforeſaid, it is hereby mutually a
ciprocally covenanted, promiſed, agreed, intended and declared, by
between the ſaid *J. J. E.* his wife, *M. B. F S. J. S.* and *C. S.*
themſelves, and for their reſpective executors and adminiſtrator
manner as follows, (that is to ſay,) that the ſaid ſeveral ſums of 23*l.*
7*d.* and 60*l.* ſo now reſpectively due to them the ſaid *J. J.* and *M.*
for ſuch repairs and maintenances as aforeſaid, ſhall in the firſt plac
paid them reſpectively out of the ſaid arrears of intereſt and rent ſo
due as aforeſaid, and that the ſurplus of the ſaid arrears of rent and
tereſt ſhall be equally ſhared and divided between them the ſaid *E.*
M. B.. F. S. J. S. and *C. S.* *And further*, that the ſaid *T. S.*
from henceforth reſide and dwell with the ſaid *M. B.* his ſiſter at
aforeſaid, during their joint lives; and in caſe of the death of her
ſaid *M. B.* before the ſaid *T. S.* then at ſuch other place, and with
perſon or perſons as herein after is for that purpoſe mentioned, dire
and appointed; and that the ſaid yearly ſum of 20*l.* clear of all ta
charges and deductions whatſoever, ſhall be paid to her the ſaid *M.*
during her life for his maintenance, and after her death, then to
other perſon or perſons who ſhall have the care and maintenance of
ſaid *T. S.* by and out of the ſaid yearly intereſt of the mortgage of 100
aforeſaid, and rent of the ſaid meſſuage, for the board and maintena
of him the ſaid *T. S.* *In conſideration* whereof the ſaid *M. B.* doth here
covenant and agree to and with the ſaid *J. J. E.* his wife, *F. S. J.*
and *C. S.* that ſhe the ſaid *M. B.* from time to time, and at all time
at her own coſts and charges, during the joint lives of her and the ſa
T. S. ſhall and will find and provide him the ſaid *T. S.* with ſuitable
ſufficient

ficient meat, drink, washing, lodging, fire, candle, and apparel, d to take proper and due care of his person, and that he shall be ll used there; and as to the surplus as well of the yearly interest of e said sum of 1000*l.* as also the rents and profits of the said messuage *H.* street aforesaid, after payment of the said yearly sum of 20*l.* for e maintenance of the said *T. S.* as aforesaid, *It is hereby further mutually clared and agreed* by and between the said *J. J. E.* his wife, *M. B. S. J. S.* and *C. S.* that the same shall, from time to time, during life of the said *T. S.* go, be paid and equally divided between them said *E. J. M. B. F. S. J. S.* and *C. S.* their several and respective ecutors and administrators, in equal shares and proportions, and be them severally and respectively taken and received to their several respective proper uses and benefit, without any benefit or advantage soever of survivorship, in the same manner and nature as te- nts in common: And it is hereby further covenanted, declared, eed and intended by and between the said *J. J. E.* his wife, *M. F. S. J. S.* and *C. S.* in manner as follows, *viz.* That in case the *M. B.* shall happen to die before the said *T. S.* and he shall her ive, then and in such case he the said *T. S.* shall be maintained, nded, taken care of, and kept in manner as aforesaid, with such of the said *E. J. F. S. J. S.* and *C. S.* or with such other person or ons, and at such place or places, as they the said *E. J. F. S. J.* nd *C. S.* or the survivors of them, shall then at or any time then- r, upon the death of any or either of them, by majority of es determine, order and direct the same; and in case there shall any time be equality of voices touching the same, then and in h case the same shall at all times be finally ordered and deter- ed between the same surviving parties by their casting or draw- lots, as in such cases used and accustomed; and that from and r the death of the said *M. B.* the said yearly sum of 20*l.* shall thenceforth be paid out of the said yearly interest of the said 0*l.* and yearly rent of the said messuage, on the days or times in manner as the same is herein before mentioned, to such per- or persons who shall have such future care, board and mainte- ce of him the said *T. S.* during his life as aforesaid. *Provided rtheless*, and so as such person or persons shall and do provide maintain and take such care of him the said *T. S.* as the said *B.* hath herein before agreed to do and perform; and further, from and immediately after the death of the said *T. S.* that as well the said principal sum of 1000*l.* as also the said mes- e or tenement, situate in *H.* street aforesaid, during the residue the term of years then to come therein, and the clear rents and fits thereof, shall from thenceforth go and be equally parted, ed, and divided between them the said *E. J. M. B. F. S. J.* and *C. S.* share and share alike, and to their several and respective cutors, administrators and assigns, and that without any manner of efit or advantage of survivorship whatsoever to be had or claimed them, or any of them, of, in or to the same premisses, or any t or parcel thereof. *And these presents further witness*, that to end, intent and purpose, as well the arrears of interest of the 1000*l.* and the rent of the said messuage so now due as afore- , as also all the future and subsequent yearly interest of the said

ſaid ſum of 1000*l.* and the clear yearly rent of the ſaid meſſuage during the life of him the ſaid *T. S.* ſhall be applied and paid to the ſeveral perſons, uſes, intents and purpoſes, and in ſuch manner as are herein before mentioned, agreed, declared and intended of and concerning the ſame reſpectively, they the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S. Have*, and each and every of them *Hath*, and by theſe preſents *Do*, and each and every of them *Doth* make, ordain, conſtitute and appoint, and in their place and ſtead depute and put the ſaid *J. R.* their true and lawful attorney in the name or names, or otherwiſe to aſk, demand, ſue for, recover and receive of and from the ſaid *E. W.* and alſo all and every other perſon or perſons whatſoever, who are or ſhall be liable to pay the ſame, as well the arrears of the ſaid principal ſum of 1000*l.* and alſo the arrears of rent of the ſaid meſſuage ſo now due as aforeſaid, as likewiſe all the ſubſequent intereſt of the ſaid ſum of 1000*l.* and the yearly rent of the ſaid meſſuage from henceforth to grow due for the ſame reſpectively, during the life of the ſaid *T. S.* and upon receipt thereof, or of any part or parts thereof, to give proper and ſufficient receipts and diſcharges for the ſame, and upon non-payment thereof, or of any part thereof, to commence any action or ſuit, to make any diſtreſs or diſtreſſes for the ſame, as occaſion may require, and alſo to let and ſet the ſaid meſſuage or tenement and premiſes, or to make any contract for ſo doing, at the rent the ſame is now at, or for the moſt rent that can be had or got for the ſame without fine; and for the end and purpoſes aforeſaid, they the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S.* do and each and every of them doth hereby give and grant unto the ſaid *J. K.* and his aſſigns, their full, whole and abſolute power in all and ſingular the before mentioned premiſſes, and that in as full, large and ample manner to all intents, conſtructions and purpoſes whatſoever, as if they the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S.* or any of them had been perſonally preſent, and actually tranſacted, executed or done the ſame; and they do hereby ratify, allow and confirm all and every ſuch legal acts, matters and things as he the ſaid *J. K.* ſhall do or cauſe to be done, in, about, touching or concerning the before mentioned premiſſes: *Nevertheleſs in Truſt*, and to, for and upon the ſeveral uſes, ends, intents and purpoſes herein before mentioned, expreſſed, intended and declared of and concerning the ſame reſpectively; *And* the ſaid *J. K.* for himſelf, his executors and adminiſtrators, doth hereby covenant to and with each and every of them the ſaid *J. J. E.* his wife, *M. B. F. S. J. S.* and *C. S.* their reſpective executors, adminiſtrators and aſſigns, that he the ſaid *J. K.* immediately after his receipt of the intereſt of the ſaid ſum of 1000*l.* and the clear yearly rent of the ſaid meſſuage or tenement, ſhall and will from time to time, and at all times (after all his reaſonable expences and charges for his trouble and pains in collecting the ſame thereout deducted, and which he is hereby enabled and impowered ſo to deduct and retain) account for, apply and pay all the reſidue of the monies ſo to be by him received, to, for and upon the ſeveral uſes, truſts, ends, intents and purpoſes herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively, and to and for no other uſe, truſt, intent and purpoſe whatſoever. *And laſtly*, for the true performance of all and every the

covenants

venants and agreements herein before contained by each of them
e ſaid parties to theſe preſents, to be done and performed, they
e ſame parties for themſelves and for their reſpective executors
d adminiſtrators, do hereby ſeverally bind themſelves unto each
her, and the executors and adminiſtrators of each other, in the penal
m of 500*l.* of lawful money of *Great Britain*, firmly by theſe preſents.
witneſs, &c.

Wilbraham.

SEVENTHLY, Between Executors, Adminiſtrators and Widows; and Creditors, Legatees, &c. concerning the Teſtator's or Inteſtate's Effects, Accounting, Adminiſtering, &c.

Agreement between three Executors for the faithful Execution of a Will, &c.

THIS *Indenture Tripartite*, made the, &c. *Between* Sir *P. F.* of, &c. of the firſt part, *R. F.* of, &c. of the ſecond part, and *R.* of, &c. of the third part. *Whereas K. M.* late of, &c. widow and ict of *F. M.* eſq; deceaſed, did by her laſt will and teſtament, bearing te, &c. make and ordain the ſaid Sir *P. F. R. F.* and *R. B.* her ecutors of her ſaid laſt will and teſtament, and did thereby commit to them great confidence in truſt, for the diſpoſing of her goods and ttels and of ſome profits of lands, and for the full, due and faithful ecution of the ſaid laſt will and teſtament of the ſaid *K. M.* as the ſaid laſt will and teſtament more at large appears; *Now this eſent Indenture witneſſeth*, That for the better and more ſure performce of the truſt and confidence in the ſaid parties to theſe preſents poſed, it is covenanted, granted, concluded, condeſcended and fully eed by and between the ſaid parties to theſe preſents, and every of em doth covenant, conclude and agree, to and with the other, in ner and form following: That whereas the ſaid Sir *P. F* hath poſſed an equal and juſt third part of all the goods, chattels, plate, wels, and ſums of money, which have in any wiſe as yet come to the nds or poſſeſſion of the ſaid Sir *P. F. R. F.* and *R. B.* and every any of them as executors of the laſt will and teſtament of the id *K. M.* or a full third part of the true and juſt value of them, ing accounted and divided into three ſeveral parts; and the ſaid *F.* one other equal and juſt third part of the ſaid goods, chatle, plate, jewels and ſums of money, or a full third part of the true id full value thereof; and the ſaid *R. B.* one other equal and juſt ird part of the ſaid goods, chattels, plate, jewels and ſums of moy, or a full third part of the true and juſt value thereof; as by ree ſeveral books of particulars, one of which remaineth in the oſſeſſion of the ſaid Sir *P. F.* one other in the poſſeſſion of the id *R. F.* and one other in the poſſeſſion of the ſaid *R. B.* and being ibſcribed with every one of their ſaid names, doth and may appear: *Now* the ſaid Sir *P. F.* for himſelf, his heirs, executors and dminiſtrators, doth covenant and grant to and with the ſaid *R. F.* and

Recital of teſtator's will, whereby ſhe appoints three executors.

Mutual covenant that each executor is poſſeſſed of his ſhare of teſtator's effects.

One executor covenants to the other two

that they ſhall keep their third parts towards the performance of the will, &c. in caſe he ſurvives them.

and *R. B.* and either of them, their and either of their executors and adminiſtrators, and every of them by theſe preſents, that the ſaid *R. F.* and *R. B.* their and either of their executors, adminiſtrators and aſſigns, ſhall and may have, retain, keep or diſpoſe their ſaid ſeveral third parts of the ſaid goods, chattels and ſums of money, towards the performance of the ſaid laſt will and teſtament and covenants in theſe preſents contained, if in caſe the ſaid Sir *P. F.* ſhall ſurvive the ſaid *R. F.* and *R. B.* or either of them:

And that if any more goods come to his hands, he ſhall deliver to the others, each a third part,

And further alſo, that if at any time or times hereafter, any more goods, &c. ſhall come unto the hands or poſſeſſion of the ſaid Sir *P. F.* his, &c. for or by reaſon of the executorſhip of the laſt will and teſtament of the ſaid *K. M.* that then he the ſaid Sir *P. F.* his, &c. ſhall and will, within ——— months next after reaſonable requeſt to him or them to be made, pay and deliver one juſt and equal third part, or the true value thereof, unto the ſaid *R. F.* his, &c. and one other juſt and equal third part, or the true value thereof, unto the ſaid *R. B.* his, &c.

and pay one-third part of legacies, &c.

And alſo that he the ſaid Sir *P. F.* his, &c. ſhall and will well and truly ſatisfy or pay, or cauſe to be ſatisfied, one full third part of all and every legacy and legacies, bequeſt and bequeſts, and of all debts and other matters and things ariſing, growing due, payable or anſwerable, or to be due or payable, for or by reaſon of the ſaid laſt will and teſtament, or for the execution of the ſame, or thereof ſhall and will within three months next after reaſonable requeſt, acquit, diſcharge or ſave harmleſs, the ſaid *R. F.* and *R. B.* and either of them their and either of their executors, &c. and every of them;

indemnify other executors.

And that neither of the ſaid Sir *P. F.* at any time heretofore hath done, nor that he, his, &c. nor any of them at any time, willingly or wittingly ſhall do, procure or cauſe to be done, any manner of act or thing without the conſent of the ſaid *R. F.* and *R. B.* their, &c. that ſhall or may be any impediment or hindrance to the execution of the ſaid laſt will and teſtament of the ſaid *K. M.* or whereby the ſaid *R. F.* and *R. B.* or either of them, their or either of their heirs, &c. may be in any ſort charged or hindered, contrary to the true meaning of the ſame; *And* the ſaid *R. F.* for himſelf, &c. doth covenant, &c. to and with the ſaid Sir *P. F.* and *R. B.* (*ut ſupra*, and the like covenant from the other executor.) *In witneſs* whereof the ſaid Sir *P. F.* and *R. F.* to one part of this indenture *tripartite*, remaining in the cuſtody of Sir *P. F.* and the ſaid *R. F.* and *R. B.* to one other part of this indenture, remaining in the cuſtody of Sir *P. F.* and the ſaid Sir *P. F.* and *R. B.* one other part hereof, remaining in the cuſtody of the ſaid *R. F.* interchangeably have ſet their hands and ſeals the day and year firſt above written.

Author

nother Agreement between four Joint Executors, for the better Execution of a Will; different from the former.

rticles of Agreement Quadripartite indented, &c. *Between W. C.* of, &c. of the firſt Part, *A. C.* of, &c. of the ſecond Part, *W. L.* of, &c. of the third Part, and *T. D.* of, &c. of the fourth Part, as followeth:

WHEREAS *R. P.* late of, &c. the —— day of, &c. made his laſt will and teſtament in writing, and did thereby make and point the ſaid *W. C. A. C. W. L.* and *T. D.* executors of his ſaid t will, and ſhortly after the making thereof died, as by the ſaid will, c. may appear: *Now*, for the better execution of the ſaid will, it is venanted and agreed between the ſaid executors, in manner and form llowing, that is to ſay, Firſt, the ſaid *W. C.* doth for himſelf, his irs, executors and adminiſtrators, covenant, promiſe, grant and agree, and with the ſaid *A. C. W. L.* and *T. D.* their executors and adminiſtrators by theſe preſents, that the ſaid *W. C.* ſhall not nor will not quit, releaſe and diſcharge any debt, duty or ſum of money due unto e ſaid *R. P.* in his life-time, nor any debt, duty or ſum of money e unto the ſaid *W. C. A. C. W. L.* and *T. D.* by reaſon or means the execution of the laſt will and teſtament of the ſaid *R. P.* nor ac- it, releaſe, diſcharge, diſcontinue or otherwiſe annul any ſuit, ac- n, cauſe, plaint or other legal proceeding to be by them brought, oſecuted or commenced, for any matter, cauſe or thing whatſoever, ching the execution of the laſt will and teſtament of the ſaid *R. P.* thout the ſpecial licence and conſent of the ſaid *A. C. W. L.* and *T. D.* e ſurvivors and ſurvivor of them therein or thereto firſt had and btained; *And alſo* that he the ſaid *W. C.* his executors and adminiſ- rators, ſhall and will from time to time, and at all times hereafter, at d upon every reaſonable requeſt of the ſaid *A. C. W. L.* and *T. D.* d the ſurvivors and ſurvivor of them give and deliver up unto them d the ſurvivors and ſurvivor of them, a true, exact and juſt particular f all and ſingular ſum and ſums of money, as well ſuch as have been re- eived, as ſuch as have been diſburſed by the ſaid *W. C.* in, about or oncerning the execution of the laſt will and teſtament of the ſaid *R. P.* nd ſhall and will acquit and diſcharge the ſaid *A. C. W. L.* and *T. D.* heir executors and adminiſtrators, of and from all ſum and ſums of mo- ey received or to be received by the ſaid *W. C.* in and about the execu- ion of the laſt will and teſtament of the ſaid *R. P.* of, from and againſt ll and every perſon and perſons to whom ſuch ſum and ſums of money, loth, ſhall or may of right belong and appertain, and ſuch ſum and ums of money ſo by him received or to be received, ſhall and will pay, liſpoſe and employ, as by the laſt will and teſtament of the ſaid *R. P.* s directed, limited and appointed; *And alſo* that the ſaid *W. C.* his executors and adminiſtrators, ſhall and will from time to time, and at ll times hereafter, ſuſtain, bear, pay and diſcharge the fourth part, or one part, the whole in four parts to be divided, of all coſts, charges and expences, which they the ſaid *W. C. A. C. W. L.* and *T. D.* and the ſurvivors

Teſtator's will.

One executor covenants with the others that he will not releaſe any of the teſtator's debts, &c. without their conſent;

And to account,

and diſcharge the other executors of what he receives,

and pay his ſhare of coſts and charges of ſuits,

ſurvivors and ſurvivor of them, ſhall any way ſuſtain, bear, pay or be put unto by proſecuting or defending of any ſuit in law or equity, or otherwiſe, by occaſion, means or reaſon of the execution of the laſt will and teſtament of the ſaid *R. P.* without fraud or guile; *And alſo* that he the ſaid *W. C.* ſhall and will aſſiſt and concur with the ſaid *A. C. W. L.* and *T. D.* the ſurvivors and ſurvivor of them in and about the payment of the debts of the ſaid teſtator *R. P.* and of the legacies given and diſpoſed by the ſaid *R. P.* in his ſaid laſt will, and in the ſelling and diſpoſing of the lands, tenements and hereditaments of the ſaid *R. P.* by the ſaid will of the ſaid *R. P.* appointed to be ſold, and in all other things tending to the due execution of the laſt will and teſtament of the ſaid *R. P.* without fraud or guile: *And* the ſaid *A. C.* doth covenant, &c. (*mutatis mutandis*, as to the other parties.) *In witneſs*, &c.

and concur in paying debts, &c.

and diſpoſing of lands, &c.

N. B. *To the four Parts, and all Parties to ſign each Part.*

An Agreement between two Brothers, Co-Executors of their Father, and one of them Executor of their Uncle, who are intitled by both Wills to Monies upon Contingencies, that each of them ſhall manage particular Parts of the Eſtates, and account to each other.

THIS *Indenture* made, &c *Between A. A.* of, &c. one of the executors of the laſt will and teſtament of *A. A.* late of, &c. his late father deceaſed, and ſole executor of the laſt will and teſtament of *A.* late, &c. his late uncle deceaſed, of the one part, and *C. A.* of, &c. brother of the ſaid *A. A.* the other executor of the laſt will and teſtament of the ſaid *A. A.* alſo his late father deceaſed, of the other part.

Recitals. The father's and the uncle's wills.

Whereas, &c. (*Recital of the father's will, whereby he gives* (inter alia) 2000l. *to the parties in truſt upon ſeveral contingencies, and makes them reſiduary legatees of his perſonal eſtate, alſo in truſt upon contingencies, and made them executors; and of the uncle's will, whereby he gives to his ſaid nephew* A. A. 3000l. *Bank-ſtock, in truſt upon ſeveral contingencies, and made him reſiduary legatee and ſole executor*): *And whereas* 2000l. capital ſtock in the Bank of *England*, part of the perſonal eſtate of the ſaid *A. A.* deceaſed, was on the, &c. ſold by the ſaid *A. A.* and *C. A.* parties to theſe preſents, for the ſum of 2400*l.* which ſaid ſum of 2400*l.* was, by the mutual conſent of both the ſaid parties to theſe preſents, paid to and received by the ſaid *C. A.* party hereunto, in lieu and ſatisfaction of the aforeſaid ſum of 2000*l.* and is by the like conſent and agreement of the ſaid parties to theſe preſents, to remain and continue in the hands of the ſaid *C. A.* his executors and adminiſtrators, to be from time to time managed and employed and diſpoſed of by him and them, upon the truſts and for the purpoſes in the will of the ſaid *A. A.* deceaſed, expreſſed and declared of and concerning the ſaid ſum of 2000*l.* and the ſaid *C. A.* party hereto, his executors and adminiſtrators to be at all times hereafter chargeable with and accountable for the ſame accordingly: *And whereas* by the mutual conſent of both the ſaid parties to theſe preſents, the reſiduary part of the perſonal eſtate of the ſaid *A. A.* deceaſed, amounting to the ſum or value of 12000*l.* in monies and ſecurities for monies, as by account ſtated under the hands of both parties

And that the executors had ſold ſome Bank ſtock which had been their father's, and one of them had received the money.

To be managed, &c upon the truſt, &c. in the will.

And that the *reſiduum* of the father's perſonal eſtate to a certain amount

rties to these presents may appear, hath been paid and delivered to d received by the said *A. A.* party to these presents, and is by the e consent and agreement of the said parties to these presents, to re- ain and continue in the hands of the said *A. A.* his executors and ad- inistrators, to be from time to time managed, employed and disposed by him and them, upon the trusts, and for the purposes in the said cited will of the said *A. A.* deceased, expressed and declared of and ncerning the same; and the said *A. A.* party hereunto, his, &c. to at all times chargeable with and accountable for such residuary part cordingly: *And whereas* the said *C. A.* deceased, was, at the time his death, intitled to 3000*l.* capital stock in the Bank of *England*, er and besides the aforesaid 3000*l.* capital stock, in and by the said will ven and bequeathed to his nephew the said *A. A.* party hereunto upon e trusts therein mentioned concerning the same, and was also at his death ssessed of or intitled to the further sum of 3000*l.* or the value thereof, ter all his known debts, legacies and funeral expences paid and dis- arged: *And whereas* it was the mind and intention of the said *C. A.* ceased, for some time before his death, that the residuary part of his rsonal estate, after his debts, legacies and funeral expences paid and scharged, should be equally shared in value between his said two ne- hews, parties to these presents, notwithstanding the unequal division nd distribution thereof made by his will, in manner as aforesaid: *And hereas* the said *A. A.* party hereunto, in compliance with the said *C.* s his late uncle's said design and intention, and in order to make such quality as aforesaid, hath lately paid into the hands of the said *C. A.* he sum of 1500*l.* of, &c. the receipt and payment whereof he the said *A.* doth hereby acknowledge, and doth agree to accept and take the me in full of one moiety of the residuary part of the personal estate of he said *C. A.* deceased, which said sum of 1500*l.* is by the mutual con- nt and agreement of the said parties to these presents, to remain and ntinue in the hands of the said *C. A.* his, &c. to be from time to time anaged, employed and disposed of by him and them upon the like usts, and for the like purposes, as in the said recited will of the said *C.* *A.* deceased, is expressed and declared of and concerning the same 3000*l.* the capital stock in the Bank of *England* thereby given and bequeath- d unto the said *A. A.* party hereunto, on the trusts therein mentioned oncerning the same; and he the said *C. A.* party hereunto, his, &c. to be t all times chargeable with and accountable for the same sum of 1500*l.* ecordingly: *Now this Indenture witnesseth*, That it is hereby mutually nd reciprocally covenanted and agreed by and between the said parties to these presents in manner following, (that is to say,) And first, he the said *A. A.* party hereunto, his, &c. doth hereby for himself, his, &c. ovenant, &c. to and with the said *C. A.* party hereunto, his, &c. that he the said *A. A.* party hereto, his, &c. shall and will from time to ime, and at all times hereafter, carefully and faithfully manage, em- ploy and dispose of the residuary part of the personal estate of the said *A. A.* deceased, (amounting to the sum and value of 12000*l.* as aforesaid) upon the trusts, and to and for the intents and purposes, as in the said recited will of the said *A. A.* deceased is expressed and declared concern- ing the same; and also shall and will at all times hereafter stand charge- able with, and answerable and accountable for the same accordingly; *And* for the more effectual and punctual performance of the covenants and

is in the hands of the other of them, to be managed upon the trusts in the will.

Recital concerning the value of the uncle's personal estate.

And that he intended it equally between these two nephews though unequally distributed by his will.

And that the executors of the uncle have paid part to his brother to make the distribution equal.

To be managed upon the trust in the uncle's will, concerning a specific sum thereby given.

The executors mutually covenant to employ the parts of the eſtate reſpectively in their hands, ſubject to account, and the truſts in the reſpective wills.

and agreements herein before contained, on the part and behalf of the ſaid *A. A.* party hereunto, he the ſaid *A. A.* party hereunto, doth bind and oblige himſelf, his heirs, &c. unto the ſaid *C. A.* party hereunto, his executors, &c. in the penal ſum of, &c. firmly by theſe preſents; and the ſaid *C. A.* party hereunto, doth hereby for himſelf, &c. covenant, &c. with the ſaid *A. A.* party hereunto, his, &c. that he the ſaid *C. A.* party hereunto, ſhall and will from time to time, and at all times hereafter, carefully and faithfully manage, employ and diſpoſe of the ſaid ſeveral and reſpective ſums of 2400*l.* and 1500*l.* to, for and upon the ſeveral and reſpective truſts, intents and purpoſes herein after mentioned and expreſſed of and concerning the ſame reſpectively, (that is to ſay,) the ſaid ſum of 2400*l.* upon the truſts, and for the intents and purpoſes in the ſaid recited will of the ſaid *A. A.* deceaſed, and expreſſed and declared of and concerning the ſaid ſum of 2000*l.* thereby given to the ſaid *A. A.* and *C. A.* parties to theſe preſents, in truſt as aforeſaid; and the ſaid ſum of 1500*l.* upon the like truſts, and for the like purpoſes, as are in the ſaid recited will of the ſaid *C. A.* deceaſed, mentioned and declared of and concerning the ſaid 3000*l.* capital ſtock in the Bank of *England*, thereby given and bequeathed unto the ſaid *A. A.* party thereunto, in truſt as aforeſaid; and alſo ſhall and will at all times hereafter ſtand chargeable with, and anſwerable and accountable for the ſaid ſeveral ſums of 2400*l.* and 1500*l.* accordingly. And for the more effectual and punctual performance of the covenant and agreement herein before contained on the part and behalf of the ſaid *C. A.* party hereunto, he the ſaid *C. A.* party hereunto, doth bind and oblige himſelf, his heirs, &c. unto the ſaid *A. A.* party hereunto, his, &c. in the penal ſum of, &c, firmly by theſe preſents. *Provided always, and it is hereby declared and agreed* by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of them and of theſe preſents, that in caſe at any time or times hereafter, any other or further debt or debts of the ſaid *A. A.* deceaſed, ſhall ariſe and appear, beſides what is now known to the ſaid *A. A.* party hereunto, then and in ſuch caſe, it ſhall and may be lawful to and for the ſaid *A. A* party hereunto, his, &c. to pay and ſatisfy the ſame by and out of the ſaid reſiduary part of the ſaid late father's perſonal eſtate; any thing therein contained to the contrary thereof in any wiſe notwithſtanding. *Provided alſo, and it is further hereby declared and agreed* by and between the ſaid parties to theſe preſents, and it is the true intent and meaning of them and of theſe preſents, that in caſe at any time or times hereafter, any other or further debt or debts of the ſaid *C. A.* deceaſed, ſhall ariſe or appear, beſides what are now known to the ſaid *A. A.* party hereunto, then and in ſuch caſe, one moiety of ſuch further or other debt or debts ſhall be paid and ſatisfied, by and out of the ſaid ſum of 1500*l.* ſo paid to the ſaid *C. A.* party hereunto as aforeſaid, and the other moiety thereof ſhall be paid and ſatisfied by the ſaid *A. A.* party hereunto, his, &c. by and out of his or their own proper monies and eſtate; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In witneſs*, &c.

Penalty.

If other debts of the deceaſed father appear, they are to be paid out of the *reſiduum*.

If other debt of the deceaſed uncle appear, the parties are to pay each a moiety.

greement between an Executor and the Teſtator's Widow, who according to the Cuſtom of the Province of York, *is intitled to the Moiety of her Huſband's Eſtate, ſhe accepting Bonds and Specialties of the Teſtator of the Value in lieu, which the Executor hereby aſſigns over to her, ſhe covenanting, that if more Debts appear than the Reſt of the perſonal Eſtate in the Executor's Hands will diſcharge, ſhe will refund proportionably with other Legatees.*

rticles, &c. *Between M. M.* of, &c. Clerk, Executor of the laſt Will and Teſtament of *E. E.* late of, &c. deceaſed, of the one Part, and *A. E.* Widow, Relict of the ſaid *E. E.* of the other Part.

T is agreed by and between the ſaid parties to theſe preſents, that the ſaid *M. M.* doth hereby give, grant and aſſign to the ſaid *A. E.* all d every of the reſpective bonds, bills, obligations, ſpecialties and ſe- rities for money contained in the ſchedule hereunto annexed; *And* e ſaid *M. M.* doth hereby conſtitute and appoint the ſaid *A. E.* his wful attorney, to recover to her own and proper uſe whatſoever monies e due or ſhall be due upon the ſame, and upon receipts thereof to give quittances and diſcharges, and upon default of payment to ſue and plead the ſaid reſpective perſons mentioned therein, in the name of e ſaid *M. M.* as executor to the ſaid *E. E.* or in the name of the exe- tors or adminiſtrators of the ſaid *M. M.* in caſe the ſaid *M. M.* ſhall e before the ſaid money ſhall be recovered; *And* the ſaid *M. M.* th for himſelf, his executors and adminiſtrators, covenant and grant, and with the ſaid *A E.* her executors and adminiſtrators, not to re- ive any money due upon the ſaid bonds or ſpecialties, nor to releaſe r diſcharge the ſame or any of them, without the conſent of the ſaid *E.* nor to do any act or thing whereby ſhe the ſaid *A. E.* ſhall be ndered or obſtructed from receiving or recovering the monies due upon e ſame to her own proper and ſole uſe. *And* the ſaid *A. E.* doth for erſelf, her, &c covenant and agree with the ſaid *M. M.* his, &c. to ccept the ſaid bonds and ſpecialties and ſecurities hereby aſſigned to er as aforeſaid, in full ſatisfaction of the whole moiety of the perſonal ſtate of the ſaid *E. E.* her late huſband, due to her by the cuſtom of e province of *York*, and likewiſe in ſatisfaction of one legacy of, &c. emiſed to her by the will of her ſaid huſband, as in full ſatisfaction of hatever ſhe may claim out of the perſonal eſtate of the ſaid *E. E.* *Whereas* the aforeſaid *E. E.* hath likewiſe by his aforeſaid will deviſed to everal perſons ſeveral legacies, amounting in all to, &c. or thereabouts, s by the will may appear: *Now it is agreed* between the ſaid parties to heſe preſents, that the ſaid legacies of, &c. ſhall be ſolely and clearly aid out of the remainder of the perſonal eſtate of the ſaid *E. E.* re- aining in the hands of the ſaid *M. M.* as executor, and not out of any art that is hereby aſſigned to the ſaid *A. E.* but in caſe the ſaid *M. M.* his executors or adminiſtrators, ſhall be ſued or impleaded for any debt due or pretended to be due by the ſaid *E. E.* and more monies ſhall be recovered againſt the ſaid *M. M.* or the ſaid *M.* ſhall be put to more expences

Aſſignment of bonds, &c.

Authority to ſue, &c.

Covenant not to receive money without her conſent.

Covenant that the aſſignee accepts them in lieu of the moiety of the perſonal eſtate and a legacy, &c.

Covenant that aſſignee will refund proportionably if there happens to be more debts than the reſidue of the perſonal eſtate will ſatisfy.

expences in law or equity, in defending the ſaid ſuit, that what rem
in the hands of the ſaid *M. M.* as executor to the ſaid *E. E.* will ſa
fy; then it is agreed between the ſaid parties to theſe preſents, and
ſaid *E. E.* doth covenant and agree to contribute her proportion
the other legatees towards the reimburſing the ſaid *M. M.* ſo much
ſhall be recovered againſt the ſaid *M. M.* or the ſaid *M. M.* ſhall exp
in defending the ſaid ſuit, more than what ſhall remain in the ſaid
Penalty. *M.*'s hands as executor to the ſaid *E. E.* *And* for the true performa
&c. *In witneſs*, &c.

*An Agreement between Creditors and the Widow of a Debtor, con
Adminiſtration and paying Debts.*

Articles of Agreement of three Parts indented, &c. *Between* the C
tors of *R. C.* late of, &c. deceaſed, whoſe Names, together wit
Debts ſeverally to them owing, are ſpecified in the Schedule to t
Preſents annexed, on the firſt Part, *C. R.* of, &c. a Creditor a
the ſaid *R. C.* of the ſecond Part, and *J. C.* of, &c. Widow o
ſaid *R. C.* of the third Part, *viz.*

Agreement that one of the creditors ſhall adminiſter.

THE ſaid creditors and every of them have agreed, and by theſe p
ſents do agree with the ſaid *C. R.* and *J. C.* that the ſaid C
ſhall and may have and take the adminiſtration of all the goods and c
tels which were of the ſaid *R. C.* deceaſed, according to the law
this realm, to diſpoſe and adminiſter the ſame according to the t
Who ſhall be allowed coſts, and retain money towards his own debt. of theſe preſent articles, and not otherwiſe. *That* in conſideratio
ſuch pains as the ſaid *C. R.* ſhall take and be at, in and about the
adminiſtration, the ſaid *C. R.* upon his true and reaſonable acco
thereof made before ſuch auditors as the ſaid creditors or the greater
of them ſhall aſſign to take the ſaid account, ſhall have allowance o
Dower. reaſonable coſts and charges, as well in ſuits of law, or otherwiſe,
him to be expended about the ſaid adminiſtration, and alſo that the
C. R. at every dividend making, ſhall and may retain, for and tow
his own debt owing by the ſaid *J. C.* ſo much as ſhall be an equal p
tion with what he ſhall divide and pay to the other creditors, accord
to the quantity of their ſeveral and reſpective debts. *That* the ſaid
R. ſhall, before any dividend made, pay, or cauſe to be paid, unto
ſaid *J. C.* for ſatisfaction of her title or dower in the late manſion-ho
of the ſaid *R. C.* ſituate, &c. the ſum of 50*l.* of, &c. or ſhall deliver u
her ſo much of her ſaid late huſband's goods as ſhall amount to that va
according to a reaſonable eſtimation; and likewiſe for the funeral charg
of the ſaid *R. C.* 15*l.* of, &c. and alſo ſhall deliver unto her the ſaid
C. to her own uſe, or ſuffer her to detain and keep to her own uſe a
behoof, all her apparel and ornaments belonging to her perſon, and ſuch
other things as ſhe and the creditors have agreed, as may appear by
Goods to be appraiſed. writing under their hands. *That* the ſaid *C. R.* ſo ſoon as reaſonably
may be after the ſaid letters of adminiſtration granted, ſhall, with and
by the conſent and in the preſence of, &c. or three of them, cauſe all
the goods chattels and debts within the realm of *Great Britain*, which
were belonging to the ſaid *R. C.* at the time of his deceaſe, to be viewe
and

appraiſed by indifferent perſons, and a true inventory thereof to be
e, according to the cuſtom uſed in ſuch caſes within the city of
don. *That* the ſaid *J. C.* for her part, ſhall and will uſe her beſt Debts and
:avour to diſcover and make known all and ſingular the goods, chat- credits.
and debts of the ſaid *R. C.* to the ſaid *C. R.* and the other perſons
re mentioned, without concealment or delay. *That* after the goods
chattels and credits of the ſaid *R. C.* ſhall be ſo viewed and appraiſ-
and an inventory thereof made and taken as aforeſaid, that then as
for the ſatisfying and payment of what is to be firſt ſatisfied and
, in manner and form aforeſaid, as towards the equal payment of
ſaid creditors, the ſaid *C. R.* ſhall by the conſent, and in the pre-
e of the ſaid, &c. or any two of them, make ſuch ſpeedy ſale at
beſt rates he can, of all ſuch goods and chattels which were of the
R. C. within the realm of *Great Britain*, other than ſuch as be ap-
nted for the ſaid *J. C.* as aforeſaid, and make ſuch ſpeed to gather
nd obtain ſuch debts as were owing unto the ſaid *R. C.* at the time
is deceaſe, as he reaſonably can or may; *And then* after the ſatiſ- *Reſiduum,*
ion and payment before mentioned, to be firſt ſatisfied and paid, how to be ap-
l from time to time proportion and divide all the reſidue of the eſtate plied.
he ſaid *R. C.* as ſhall come to his hands, unto every of the ſaid cre-
rs, ſhare and ſhare alike, according to the quantities of their ſeveral
ts from time to time, and as often as he the ſaid *C. R.* ſhall have
. thing whereof ſuch dividend can be made, until all the ſaid creditors
ll be paid and ſatisfied their ſaid debts if the goods and chattels of the
l *R. C.* ſhall be ſufficient ſo to do. *That F. J.* one of the creditors Debts beyond
he ſaid ſchedule mentioned, ſhall enjoy all ſuch goods and debts ſea.
ich were of the ſaid *R. C.* which the ſaid *F. J.* hath now attached
nd the ſea towards the payment of ſuch debts as the ſaid *R. C.* did
e there to him, and thereof the ſaid *F. J.* ſo ſoon as conveniently
be ſhall ſhew the account to the ſaid *C. R.* and four or three of the
creditors at the leaſt; and if more be recovered beyond the ſeas by
ſaid *F. J.* of the goods and debts, late of the ſaid *R. C.* then the
ts ſo owing by the ſaid *R. C.* at the time of his deceaſe to the ſaid
J. there, then he the ſaid *F. J.* ſhall accept of the overplus towards
ment of his debts owing here in *England.* *That* none of the parties Action.
reſaid ſhall or will do or procure any thing to be done by any ſuit or
ion againſt the ſaid *C. R.* or any other perſon, whereby the perform-
e of theſe preſent agreements, or any of them, ſhall or may in any
e be impeached, troubled or hindered; and that every of them ſhall
oke or diſcharge all and every ſuit and ſuits commenced theretofore,
ich ſhall or may be any impediment or hindrance of the true perform-
e of the articles and agreements herein contained. *The* ſaid *C. R.* Covenant to
th hereby agree to take upon him the ſaid adminiſtration, and to ad- adminiſter.
miſter truly and faithfully, according to the true intent and meaning of
eſe preſents; and if there ſhall be more than is ſufficient to ſatisfy and
y all the ſaid creditors their ſeveral debts, that then upon reaſonable re-
eſt to him made and diſcharge for the ſame given to him by the ſaid *J.*
her executors or adminiſtrators, he the ſaid *C. R.* ſhall and will well and
ly pay, or cauſe to be paid, the remainder thereof to the ſaid *J. C.*
r executors or adminiſtrators, ſhe or they giving good ſecurity to the
id *C. R.* by her or their bond to repay the ſame, or ſo much thereof
ſhall be lawfully and truly recovered by any other creditor of the

ſaid

Actions againſt the adminiſtrator.

ſaid *R. C.* *If* any creditor or creditors of the ſaid *R. C.* not party to theſe preſents, do at any time commence any action or ſuit againſt the ſaid *C. R.* as adminiſtrator of the goods and chattels of the ſaid *R. C.* and ſaid creditor or creditors ſhall lawfully without fraud or covin recover their ſaid debt or debts againſt the ſaid adminiſtrator; in ſuch caſe it is agreed by and between all the ſaid parties to theſe preſents, that all the creditors, parties to theſe preſents, whoſe debts ſhall be paid in part or in all, according to this agreement, ſhall out of the ſeveral dividends allow, ſatisfy and pay, part and part alike, unto the ſaid *C. R.* ſo much money as will ſatisfy and diſcharge the ſaid debt or debts, and damages and coſts of ſuit for the ſame, the ſaid *C. R.* likewiſe allowing his proportionable ſhare towards the ſame. It is alſo further agreed, That if any creditor or creditors of the ſaid *R. C.* not being parties ſhall commence any ſuit or ſuits againſt the ſaid *C. R.* as adminiſtrator of the ſaid *R. C.* then the ſaid *C. R.* ſhall thereof give notice unto all the ſaid parties to theſe preſents, or to three of them at the leaſt, to the end they may join the ſaid *C. R.* in defence of the ſaid ſuit; *All* and every which agreements aforeſaid, and every article and clauſe therein, every one of the ſaid parties on their ſeveral behalfs, and for their ſeveral executors and adminiſtrators, do covenant, promiſe and grant, to and with all and each other the parties, their ſeveral executors and adminiſtrators, well and truly to perform and keep without fraud or deceit. *In witneſs*, &c.

Another, different from the former.

Articles, &c. *Between J. F.* of, &c. Widow, Relict of *F. F.* late of &c. deceaſed, of the one Part, and *F. M.* and *J. T.* of, &c. Copartners, *C. E.* of, &c. *N. C.* of, &c. *A. W.* of, &c. *J. P.* of, &c. *J. K.* of, &c. *W. S.* of, &c. *E. J.* of, &c. *H. C.* of, &c. *W. L.* of, &c. *P. E.* of, &c. *G. H.* of, &c. Creditors of the ſaid *F. F.* deceaſed, of the other Part, as follows, *viz.*

Agreement that the widow ſhall adminiſter, and aſſign effects for the benefit of the creditors; which they will accept in full of their debts, and releaſe to the widow.

WHEREAS the ſaid *F. F.* at the time of his death was and ſtood juſtly and truly indebted unto the ſeveral perſons above named his creditors, in the ſeveral and reſpective ſums of money mentioned and expreſſed in the liſt thereof under written to theſe preſents; and upon treaty it hath been agreed between the ſaid *J. F.* and the ſaid creditors parties hereto, that the ſaid *J. F.* ſhall take out letters of adminiſtration of the perſonal eſtate of her ſaid late huſband, and immediately thereupon aſſign over the ſame for the benefit of the ſaid creditors, in ſuch manner as hereafter is mentioned, which aſſignment the ſaid creditors have agreed to accept in full diſcharge of their reſpective debts, and in conſideration thereof to releaſe the ſaid *J. F.* from all claims and demands on account of her ſaid late huſband's debts, and every part thereof: *Now theſe preſents witneſs*, and it is hereby agreed, by and between the ſaid parties hereunto, in manner and form following, that is to ſay, *The* ſaid *J. F.* in conſideration of the premiſſes, doth for herſelf, executors and adminiſtrators, and every of them, covenant, promiſe and agree to and with the ſaid *F. M.* &c. *(the creditors,)* ſeverally and reſpectively,

She covenants to procure letters of adminiſtration,

ctively, and their ſeveral and reſpective executors, adminiſtrators and
gns, that ſhe the ſaid *J. F.* her executors or adminiſtrators, ſhall
will, with the privity, and not otherwiſe, and at the requeſt, coſts
charges of the ſaid ſeveral creditors above named, on or before, &c.
leavour to procure letters of adminiſtration of the perſonal eſtate of
ſaid *F. F.* deceaſed, to be granted to her in due form, and upon
taining the ſame immediately, at the like requeſt, coſts and charges
the ſaid creditors, on or before the ſaid, &c. by ſuch good and ſuffi- and make ſuch
t aſſignment in the law, as the ſaid creditors or the major part of aſſignment.
m ſhall direct, aſſign and ſet over unto the creditors above named,
ties to theſe preſents, or to ſuch three or more of them, as the major
t of them ſhall direct and appoint, in truſt, and for the equal benefit
the ſeveral creditors above named, in proportion to their reſpective
ts, all the goods, wares and merchandizes, monies, debts, effects,
nands and perſonal eſtate whatſoever, due, owing or belonging to the
F. F. at the time of his death. *And* the ſaid *F. M.* &c. for them- The creditors
ves ſeverally and reſpectively, and not the one for the other of them, covenant to re-
for their ſeveral and reſpective executors and adminiſtrators, and not leaſe to the ad-
the executors or adminiſtrators of the other of them, in conſideration miniſtratrix,
ſuch intended aſſignment, do covenant, promiſe and agree to and
th the ſaid *J. F.* her heirs, executors and adminiſtrators, by theſe
ſents, that they the ſaid *F. M.* &c. ſhall and will reſpectively,
on the execution of ſuch aſſignment as is herein before mentioned by
ſaid *J. F.* duly execute and give a ſufficient general releaſe or
leaſes, or other diſcharges, at the reaſonable requeſt of the ſaid
F. and at the charge of the ſeveral creditors above named, unto
the ſaid *J. F.* of all debts, accounts, claims and demands what-
ver, on account of the ſaid *F. F.* her late huſband deceaſed,
m the beginning of the world unto the day next before the
e of the intended aſſignment; *And further*, That the ſaid cre- and allow her
ors above named, their ſeveral and reſpective executors and ad- goods.
niſtrators, ſhall and will give and allow to the ſaid *J. F.* the
ue of 100*l.* ſterling, in houſehold goods and other goods, at
reaſonable appraiſement, upon her executing ſuch aſſignment as
above-mentioned, as a premium for her making the ſame; *Upon* She to make
s ſpecial condition neverthelefs, That the ſaid *J. F.* ſhall, before an affidavit of
e receipt of ſuch 100*l.* upon the requeſt, and at the charge of effects not be-
e ſaid creditors, or any of them, make an affidavit in writing, ing concealed.
fore a lawful magiſtrate, that ſhe the ſaid *J. F.* hath not wit-
ngly or wilfully concealed from the ſaid creditors, or neglected
diſcover to them, any part of the perſonal eſtate of the ſaid *F.*
F. deceaſed, amounting to the value of 20*l.* ſterling in the whole.
witneſs whereof, the parties firſt above named have, &c.

The Liſt of Debts owing from the above named F. F. *deceaſed, referred to in the Articles above written.*

			l.	s.	d.
To *E. M.* *J. T.*	Copartners	—— ——	259	6	0
To *C. E.*	—— —— —— ——		111	6	0
To, &c. &c. &c.					

An Agreement between an Adminiſtrator and one who ſtood indebted to the Inteſtate by Bond, that if the Party ſhall maintain and keep a poor Child, ſo as the Adminiſtrator ſhall be freed of that Charge, that he ſhall be acquitted of the Bond.

Articles, &c. *Between J. F.* Adminiſtrator of the Goods, &c. of *W. F.* deceaſed, of the one Part, and *R. S.* of the other, as followeth:

WHEREAS the ſaid *R. T.* ſtood bound unto the ſaid *W. F.* in his life-time and at his death, by obligation, in the ſum of 100*l.* with condition indorſed, for the payment of 52*l.* at a day and place in the condition of the ſaid obligation mentioned, as by the ſame appears; *And whereas* letters of adminiſtration are of late obtained by the ſaid *J. F.* for the true adminiſtration of all and ſingular goods, rights and creditors of the ſaid *W. F.* and hath put the ſaid bond in ſuit againſt the ſaid *R. S.* *And whereas* the intent of the ſuing of the ſaid obligation was only to get the ſaid debt of the ſaid *R. S.* for the relief of *A. F.* the daughter of the ſaid *W. F.* who hath for divers years paſt been chargeable to the ſaid *J. F.* and his father, which ſaid *A. F.* the ſaid *R. S.* hath of late taken from the ſaid *J. F.* and his father, with intent and promiſe to maintain her during her life, with ſufficient meat, drink and apparel, in ſuch ſort as the ſaid *A. F.* ſhall not at any time hereafter be chargeable to the ſaid *J. F.* or his father: *It is now agreed*, by and between the ſaid parties to theſe preſents, that the ſaid *R.* his executors or adminiſtrators, ſhall ſufficiently maintain and keep, or cauſe to be maintained and kept, the ſaid *A.* from time to time, during the life of the ſaid *A.* with ſufficient meat, drink and apparel, and of and from the maintaining and keeping of the ſaid *A.* ſhall at all times hereafter, and from time to time, diſcharge and keep harmleſs the ſaid *J. F.* and his ſaid father, and their and every of their executors and adminiſtrators; *And* the ſaid *J. F.* in conſideration thereof doth hereby promiſe to the ſaid *R. S.* that if the ſaid *R. S.* ſhall at any time hereafter be ſued or troubled at the ſuit of the ſaid *J. F.* as adminiſtrator of the ſaid *W. F.* upon the ſaid bond, or that the action or ſuit already begun, ſhall be by the ſaid *J. F.* or by any other for him, or in his name, or by his conſent or privity, proſecuted in law, againſt the ſaid *R. S.* during ſo long time as the ſaid *R. S.* ſhall ſo ſufficiently maintain and keep the ſaid *A.* with ſuch meat, drink and apparel, in ſuch ſort as the ſaid *J. F.* or his ſaid father, ſhall

all not at any time hereafter be charged or chargeable with the main-
ining and keeping the ſaid *A.* that then the ſaid *J. F.* his executors
d adminiſtrators, ſhall and will bear and pay all ſuch ſum and ſums of
oney, coſts, charges and expences, as the ſaid *R. S.* ſhall be put unto,
be lawfully inforced to pay, diſburſe or expend, by occaſion aforeſaid.
witneſs, &c.

IGHTHLY, Between Joint and Separate Debtors to indemnify each other.

An Agreement between three Debtors, who borrowed Monies on their Joint and Separate Bonds, &c. to trade with in a Joint Stock; wherein each Party covenants to the others to pay his Share, and to indemnify the others therefrom.

rticles of Agreement Tripartite, had, &c. *Between R. W.* of, &c. of the firſt Part, *N. M.* of, &c. of the ſecond Part, and *D. M.* of, &c. of the third Part, as follows:

WHEREAS the ſaid parties, by their bond or obligation, dated, &c. do ſtand jointly and ſeverally bound and obliged to *D. W.* &c. in the penal ſum of, &c. conditioned for the payment of, &c. *D. W.* &c. *And* the ſaid parties to theſe preſents, by one other bond obligation of the ſame date, do likewiſe ſtand jointly and ſeverally ound and obliged unto *T. B.* of, &c. in the penal ſum of, &c. condi-oned for the payment of, &c. on, &c. *And alſo* the ſaid parties to eſe preſents, by two bills under their hands and ſeals of the ſame date, ve jointly and ſeverally engaged to pay unto *S. W.* of, &c. the ſum of, c. and unto the aforeſaid *T. B.* the ſum of, &c. on, &c. as by the id ſeveral recited obligations and bonds, and the conditions thereof, d the recited bills under the hands and ſeals of them the ſaid *R. W. M.* and *D. W.* may appear; *Which* ſaid money ſo as aforeſaid due, to become due and payable on the ſaid recited bonds, is due and to paid by and from the ſaid parties, upon an equal proportion, ſhare d ſhare alike: *And whereas* the ſhares and proportions of the ſaid ſe-ral parties to theſe preſents, of the ſaid monies ſo as aforeſaid ſecured the aforeſaid two recited bills to be paid unto the ſaid *S. W.* and *T.* are hereby ſtated and agreed to be as followeth, *viz.* Upon the ſaid ll to be paid to the ſaid *S. W.* the ſaid *R. W.* is to pay the ſum of, c. for his ſhare; and the ſaid *N. M.* is to pay the ſum of, &c. for his are; and the ſaid *D. M.* is to pay for his ſhare the ſum of, &c. and pon the ſaid bill payable unto the ſaid *T. B.* the ſaid *R. W.* is to pay e ſum, &c. for his ſhare; and the ſaid *N. M.* is to pay the ſum of, c. for his ſhare; and the ſaid *D.* is to pay the ſum of, &c. for his are: *In conſideration* whereof, and for a right and good payment of e ſum and ſums of money as the ſame ought ſeverally to be paid, due proportion as aboveſaid, according to the true intent and mean-g of theſe preſents, by every of the ſaid parties from whom the ſame juſtly due and owing, according to the ſhares and proportions afore-

Recitals.

A bond to

Another to *T. B.*

and two bills to *T. B.*

Monies due on the bonds are payable by the parties in equal proportions.

And on the bills in unequal payments.

For the due payment of each perſon's ſhare,

and to ſecure and indemnify each other from the others ſhares.

ſaid, and for ſecuring and indemnifying each other therein, and for, from and concerning each others ſeveral ſhares and proportions aforeſaid. *It is hereby covenanted, concluded and agreed*, by and between the ſaid parties to theſe preſents, in manner following, (to wit,) *Firſt*, the ſaid *R. W.* for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *N. M.* and *D. M.* and either of them, their and either of their heirs, executors and adminiſtrators, that he the ſaid *R. W.* his executors or aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *D. M.* his executors, adminiſtrators or aſſigns, the ſum of, &c. and unto the ſaid *T. B.* his, &c. the ſum of, &c. of like money, being his equal ſhare and proportion of the monies in the ſaid conditions of the ſaid recited obligations ſeverally mentioned as aforeſaid, at the days and times therein ſeverally limited and appointed as aforeſaid, without fraud or further delay; *And likewiſe* that he the ſaid *R. W.* his heirs, executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *S. W.* his executors, adminiſtrators or aſſigns, the ſum of, &c. on, &c. and to the ſaid *T. B.* his, &c. the ſum of, &c. on, &c. next enſuing as aboveſaid, being his ſhare and proportion of the ſaid monies due or to be due upon the ſaid bills aforeſaid: *And* that he the ſaid *W. R.* his heirs, executors or adminiſtrators, ſhall and will well and ſufficiently ſave and defend, keep harmleſs and indemnify them the ſaid *N. M.* and *D. M.* and either of them, their or either of their heirs, executors and adminiſtrators, and their and every of their goods, chattels, lands, tenements, wares and merchandizes, as well for and from all his the ſaid *R. W.*'s ſhares and proportions as aforeſaid, and of and from all and all manner of actions and accounts, ſuits and troubles, coſts, charges, damages and expences whatſoever which ſhall or may happen, or which they, or either or any of them, ſhall or may ſuſtain or be put unto for or by reaſon or concerning the non-payment of ſuch the ſaid *R. W.*'s ſhare and proportion in manner and form aforeſaid. *And* the ſaid *N. M.* for himſelf, &c. doth covenant, &c. to and with the ſaid *R. W.* and *D. M.* &c. (*as before in the covenant of* R. W. *to* N. M. *and* D. M.) *And* the ſaid *D. M.* &c. (*the like to* R. W. *and* N. M.) *And* for the true performance of the covenants, articles and agreements aforeſaid, the ſaid parties bind themſelves either to the other in the penal ſum of, &c. firmly by theſe preſents. *In witneſs*, &c.

R. W. covenants with *N. M.* and *D. M.* to pay — *l.* to *D. W.*

and — *l.* to *T. B.* being his proportions of the bonds,

and his ſhare of the bills.

His indemnity of the other parties.

N. M.'s like covenant to *R. W.* and *D. M.* And *D. M.*'s to *R. W.* and *N. M.*

NINTHLY, To make Diſcoveries of Debtors Effects.

Agreement between a Judgment Creditor and one who diſcovers Effects of the Debtor; in order to levy Execution thereon, for the Diſcoverer to have Half of the Money levied; but in caſe of Eviction under Commiſſion of Bankruptcy, to refund his Share, and bear Part of the Expences, &c.

Articles, &c. Between A. B. of, &c. and *C. D.* of, &c.

WHEREAS the ſaid *A. B.* did on or about ——— term, which was in the —— year of the reign of, &c. recover and obtain in e court of *K. B.* at *Weſtminſter* againſt *E. F.* of, &c. one judgment r ——— *l.* debt, beſides coſts of ſuit, as by records thereof remain- g in the ſaid court doth more fully appear; upon which judgment ere is yet due and owing unto the ſaid *A. B.* the ſum of ——*l.* princi- l money, or thereabouts, beſides intereſt; *And whereas* the ſaid *C. D.* the requeſt of the ſaid *A. B.* hath lately made a diſcovery to him the id *A. B.* of a certain debt of —— *l.* or thereabouts, due and owing by *G.* of, &c. to the ſaid *E. F.* and of the time and place of payment the ſaid debt, to the end and purpoſe that the ſaid *A. B.* may have d take the ſaid ——— *l.* when paid in execution upon the ſaid judg- ent, towards ſatisfaction of the monies due to him thereupon: *Now ſe preſents witneſs*, That in conſideration of ſuch diſcovery as afore- d, whereby the ſaid *A. B.* may probably get and obtain ſome part of e monies due to him upon the ſaid recited judgment, which otherwiſe imed a deſperate debt, he the ſaid *A. B.* doth hereby for himſelf, his irs, executors and adminiſtrators, covenant, promiſe, grant and agree, and with the ſaid *C. D.* his executors and adminiſtrators, in manner llowing, that is to ſay, That he the ſaid *A. B.* ſhall and will, at his n coſts and charges, forthwith cauſe the ſaid judgment to be revived, execution thereupon ſued forth, and uſe his utmoſt endeavour to uſe the ſaid —— *l.* to be taken into execution thereupon: And fur- er, that in caſe the ſaid *A. B.* ſhall, at any time or times hereafter, ve or take the ſum of ——— *l.* or any part thereof, or any other the ate of the ſaid *F. C.* which ſhall come to the hands or poſſeſſion of e ſaid *E. F.* in execution upon the ſaid judgment, then and in ſuch ſe he the ſaid *A. B.* ſhall and will forthwith pay and deliver unto the d *C. D.* his executors or adminiſtrators, to and for his and their own and benefit, one moiety or half part of ſuch monies or eſtate as ſhall taken in execution aforeſaid: *In conſideration* whereof he the ſaid *C.* doth hereby for himſelf, his heirs, &c. covenant, &c. to and with e ſaid *A. B.* his, &c. that in caſe the ſaid monies or eſtate to be taken execution as aforeſaid, or any part thereof, ſhall at any time after- rds by reaſon and means of any commiſſion of bankruptcy taken out to be taken out againſt the ſaid *E. F.* or by any means whatſoever, be icted or recovered back from the ſaid *A. B.* then and in ſuch caſe he e ſaid *C. D.* his, &c. ſhall and will forthwith thereupon repay unto the

Recital of a judgment for money recovered, and what is due thereon.

The diſcovery of money due to the debtor.

The creditor agrees to revive the judgment, and ſue out execution thereupon.

In caſe of the recovering the whole or part, to pay a moiety to the diſcoverer.

The diſcoverer covenants, in caſe of eviction by means of a commiſſion of bankruptcy, to repay, &c. and to allow the creditor half

charges on another part of the caſe which may happen.

the ſaid *A. B.* his, &c. all ſuch monies and eſtates as he the ſaid *C. D.* ſhall have ſo had or received of the ſaid *A. B.* as aforeſaid: *And further*, that he the ſaid *C. D.* his, &c. ſhall and will pay or allow unto the ſaid *A. B.* his, &c. one moiety or half part of the charges and expences which he or they ſhall be put unto or ſuſtain by reaſon or means of any other or further execution which ſhall be made or ſued out on the ſaid judgment againſt any other part of the eſtate of the ſaid *F. G.* which ſhall come to the hands or poſſeſſion of the ſaid *E. F.* and of all other charges occaſioned by ſuch eviction or recovering back of the monies or eſtates to be taken in execution as aforeſaid. *And laſtly*, each of them the ſaid *A. B.* and *C. D.* doth hereby bind and oblige himſelf, his, &c. unto the other of them, his, &c. in the penal ſum of —— *l.* of, &c. for the true and faithful performance of all and every the covenants and agreements herein before contained, and which by them reſpectively are and ought to be done and performed reſpectively as aforeſaid. *In witneſs*, &c.

A reciprocal penalty.

Tenthly, Concerning Factors, Agents, Book-keepers, Clerks, Journeymen, Apprentices, and other Servants.

An Agreement between a Tradeſman in the Country, and his Factor in London.

Articles, &c. *Between R. C.* of, &c. and *J. F.* of, &c.

Recital of the contract.

WHEREAS the ſaid *R. C.* hath contracted and agreed with the ſaid *J. F.* to employ him as a factor in *London* for him the ſaid *R. C.* for the vending, ſelling and uttering of all ſuch wares and merchandizes, (*or*, of all ſuch *Ilminſter* and *Chard* Kerſies, &c. *particularly mentioning the goods*) as he the ſaid *R. C.* ſhall conſign and ſend unto the ſaid *J. F.* in his now dwelling-houſe in *Lothbury*, *London*, for and during the ſpace and term of —— years to commence from the day of the date hereof; *Whereupon* it is covenanted, &c. by and between the ſaid parties, and either of them the ſaid parties, by and for himſelf, his executors and adminiſtrators, doth covenant and grant to and with the other of them the ſaid parties, his executors and adminiſtrators, in manner and form following, *viz.* That he the ſaid *J. F.* ſhall and will not only accept and take into his houſe, truſt, charge and cuſtody, all ſuch wares and merchandizes (*or*, all ſuch *Ilminſter* and *Chard* Kerſies, &c.) as he the ſaid *R. C.* ſhall upon his account, or which ſhall belong unto him, ſend and conſign unto the ſaid *J. F.* to *London*, to be vended and ſold; but alſo ſhall do his beſt endeavour to vend and ſell the ſame to and for the only uſe and benefit of the ſaid *R. C.* to the beſt profit and advantage, and in the beſt manner that he the ſaid *J. F.* can or may perform, and that from time to time, and at all times during the ſaid ſpace, &c. to commence, &c. as aforeſaid. *Alſo* that he the ſaid *J. F.* ſhall not only keep, or cauſe to be kept, a juſt and true book or books of account and reckoning in writing, of all ſuch wares and merchandizes (*or*, of all ſuch cloth and kerſies, &c.) as he the ſaid *R. C.* ſhall

Parties mutual covenant.

The factor to receive and ſell goods.

To keep true accounts, and make true payments.

ll from time to time during the ſaid term, conſign unto the ſaid *J.* and ſhall ſo come to his charge and cuſtody, and to whom, and at at rates and prices, and at what time and times the ſame ſhall be ſold d vended by him the ſaid *J. F.* but alſo well and truly pay and deli- unto the ſaid *R. C.* his executors, adminiſtrators or aſſigns, all ſuch nies, ſpecialties and other things, as ſhall come to the hands of or ll be received by the ſaid *J. F.* for the ſaid wares, &c. during the m aforeſaid, together with all ſuch wares, &c. as before the ſame ac- nt ſhall appear to be received by the ſaid *J. F.* and not ſold at the l of the ſaid term. *Alſo* that he the ſaid *J. F.* ſhall be true and faith- unto the ſaid *R. C.* in the ſelling and vending all wares, &c. during the d term, and not defraud or defeat the ſaid *R. C.* in any of the pre- ſes wilfully, or to his knowledge, but ſhall endeavour to vend the d, &c. to able men, for the beſt prices and ſhorteſt time of payment, he conveniently can. *Alſo* that the ſaid *J. F.* ſhall not during the d —— years deal or trade as factor for any other perſon or perſons, the buying or ſelling of any wares, &c. but only for him the ſaid *R.* as aforeſaid. *Alſo*, in conſideration of which factorſhip ſo to be done d performed by the ſaid *J. F.* as aforeſaid; he the ſaid *R. C.* doth reby for himſelf, &c. covenant, &c. to pay to him the ſaid *J. F.* his, the ſum of, &c. *per ann.* and alſo the ſum of, &c. for (hallage) rterage, and other like charges. *Alſo* that the ſaid *R. C.* ſhall not any time during the ſaid —— years, conſign or ſend unto the ſaid *F.* any wares, &c. that ſhall belong to any other perſon or perſons, t ſuch as ſhall properly belong to him the ſaid *R. C.* only. *In neſs*, &c.

To be faithful, &c.

Not to be factor for any other.

The factor's wages,

and charges.

The tradeſman not to conſign any other but his own goods.

Another Agreement between a Tradeſman and his Factor.

Articles, Covenants, Grants and Agreements, indented, &c. *Between W. P.* of, &c. of the one Part, and *T. B.* of, &c. of the other Part, as follows, *viz.*

WHEREAS the ſaid *W. P.* for the ſpecial truſt and confidence which he repoſeth in the ſaid *T. B* hath accepted and taken im the ſaid *T. B.* to be his factor, to ſell and diſpoſe of all ſuch, &c. r any other kind of wares which he doth or ſhall deal with, and which all come to the hands of the ſaid *T. B.* or any of his ſervants or aſſigns, o be ſold during ſo long time as they ſhall agree together: *Now* the aid *T.* doth covenant, grant and agree for himſelf, his heirs, executors nd adminiſtrators, in manner and form following, *viz.* That he the ſaid *T.* ſhall and will from time to time do his beſt endeavours to ſell and ut- er all ſuch wares of the ſaid *W* as the ſaid *T.* now hath, or which here- fter ſhall come to the hands of the ſaid *T.* or his ſervants or aſſigns, to he beſt benefit and profit of the ſaid *W.* his executors and adminiſtrators (*bona fide*) either for ready money, or for reaſonable days, as he hath heretofore uſed, and doth now uſe; *And* alſo ſhall and will from time to time, during all the time that he ſhall ſo continue factor as aforeſaid, do his beſt endeavour from time to time to collect and gather up all ſuch ſum and ſums of money as be and ſhall be due for, upon, or by reaſon of

Recital that a tradeſman has taken a factor.

Covenant.

The factor to collect money by him truſted and pay the ſame to his maſter.

of the ſale of any ſuch wares by him ſold, or to be ſold and utter
and all ſuch ſum and ſums of money as he hath already received,
pay, or cauſe to be paid, to the ſaid *W.* his executors or admini
tors, within ten days next after the date hereof; and all other ſum
ſums of money which ſhall be from time to time hereafter received,
or by reaſon of ſuch wares ſold, or to be ſold, or any of them, ſhall
will always from time to time pay, or cauſe to be paid, to the ſaid
his executors, adminiſtrators or aſſigns, within ten days next after
receipt thereof. *In conſideration* whereof the ſaid *W.* doth covenant
agree to and with the ſaid *T. B.* his executors or adminiſtrators,
time to time, as he ſhall receive any ſum and ſums of money of or
the ſaid *T.* his executors or adminiſtrators, as aforeſaid, within ten
next after any ſuch receipt, to deliver, or cauſe to be delivered, to
ſaid *T.* his executors or adminiſtrators, a note in writing, under h
their own hand-writing, teſtifying the ſaid receipt from time to t
The ſaid *T.* doth covenant, grant and promiſe, for himſelf, his h
executors and adminiſtrators, to and with the ſaid *W.* his executor
adminiſtrators, that he the ſaid *T.* ſhall and will keep a particular
from time to time, wherein are or ſhall be written and contained the
ticulars of all ſuch wares of the ſaid *W.* as the ſaid *T.* had in his h
on the 16th day of *April* laſt paſt; *And* alſo the true particulars
ſuch wares as the ſaid *T.* or any of his ſervants or aſſigns have rec
ſince the 16th day of *April*; and alſo the true particulars of all
wares as he or they, or any of them, ſhall from time to time rece
or from the ſaid *W.* and alſo of all ſales and barters of ſuch wares
the 16th of *April* have been made, and from time to time hereafter
be, as the ſame have been and ſhall be truly ſold and put away for
money, or upon days given and of the very true days and times of
ment agreed upon for ſuch wares; *And alſo*, that the ſaid *T.* his e
tors or adminiſtrators, ſhall and will from time to time, at the re
able requeſt of the ſaid *W.* his executors or adminiſtrators, make
yield up unto him or them, a true account in writing, as well of a
ſaid wares remaining in his hands the 16th of *April*, as of ſuch wa
the ſaid *W.* as ſince that time have come to the hands, or hereafter
come to the hands of the ſaid *T.* or of any other by his appointme
means; *And alſo* to whom, and for what price and prices, and ho
upon what days or times of payment, the ſame, and every of them,
been, or ſhall be from time to time ſold and uttered, and what ſo
ſhall remain unſold; and all ſuch of the ſaid wares as ſhall remain u
or ſhall not be ſold to and for the uſe, benefit and profit of the ſai
his executors or adminiſtrators, at the time of ſuch account to be
or at the time of the death of the ſaid *T.* if he ſhall fortune to die
ſeſſed of any ſuch ware at the time of his death, ſhall and will well
truly deliver, or cauſe to be delivered, to the ſaid *W.* his executo
adminiſtrators, ſafe, and in as good caſe as he received the ſame, or
ſhall content and pay unto the ſaid *W.* his executors or adminiſtra
the true price and value of the ſame and every of them. *In witneſs*,

A covenant from the maſter, always within ten days after receipt of any money to deliver a receipt for the ſum.

A covenant that the factor ſhall keep a particular book, to enter down the wares, and all ſales thereof made, and what is ſold for ready money, and what upon truſt; and upon demand ſhall give an account of the wares remaining, and of the money taken, and remaining, &c.

And to account as well of wares remaining, &c. as thoſe ſold, &c.

Agreement whereby Cheeſemongers appoint an Agent to look after and prevent Impoſitions in Country Traders, in the weighing and packing up of Butter.

ticles of Agreement indented, made, concluded and mutually agreed upon this —— Day of, &c. *Between* the ſeveral Perſons whoſe Names are hereunder ſubſcribed, and Seals affixed, (Traders in Butter and Cheeſe in the Cities of *London* and *Weſtminſter* and Places adjacent) of the one Part, and *S. S.* Citizen and Tallow-Chandler, of *London*, of the other Part, in Manner following, (*viz.*)

Recitals.

WHEREAS ſeveral abuſes and frauds have been heretofore, and yet are continued to be committed, in the weight or falſe pack- of butter by ſeveral perſons in the counties of *Derby* and *Stafford*, elſewhere, in breach and contempt of a ſtatute made in the 14th r of the reign of the late king *Charles* the Second, intitled, *An act reforming of abuſes committed in the weight and falſe packing of butter*; although there are ſufficient penalties provided in the ſaid ſtatute for iſhing of the ſaid abuſes, yet for want of due encouragement to put ſame in execution, the ſaid abuſes remain unreformed, to the great riment of the public: *Now theſe preſents witneſs*, That to the end intent the ſame abuſes in the ſaid counties of *Derby* and *Stafford* , as far as can or may, be rectified and reformed, and that all of- ers therein may be effectually proſecuted upon the ſaid ſtatute, they ſaid ſeveral perſons whoſe names are hereunto ſubſcribed, and ſeals ed, (being dealers in potted butter as aforeſaid) *Do*, and each and y of them *Do* and *Doth*, ſeverally and reſpectively, and not jointly, enant, promiſe and agree to and with the ſaid *S. S.* by theſe preſents, anner as follows, (that is to ſay) They the ſaid ſeveral perſons ſub- bing and executing of theſe preſents, do hereby, as much as in them fully and abſolutely authorize and impower the ſaid *S. S.* and his ns, to buy and purchaſe in the ſaid counties of *Derby* and *Stafford*, one of them, or elſewhere, as many pots, for the putting in, and ting and packing of butter, as he or they ſhall think fit, and as ſhall neceſſary for that purpoſe, the ſame to be at the prices and ſized and rked as follows, (*viz.*) not to exceed 4*s. per* dozen for ſuch pots as ll be glazed, and not to exceed 3*s. per* dozen for ſuch pots as ſhall be glazed; *And* that every ſuch pot ſhall be of ſuch ſize or bigneſs as to d at leaſt 20 pounds of butter; *And* that each ſuch pot, (beſides the rk directed by the ſaid ſtatute) ſhall be marked and tared with the ter *S.* and *S.* (being the firſt letter of the chriſtian and ſurname of the id *S. S.*) and alſo with the weight of the ſaid pot; *And* that he the ſaid . *S.* ſhall and may deliver, or cauſe to be delivered, to the farmers and ther perſons who ſhall make, vend, trade in or ſell butter in the coun- es aforeſaid, the ſaid butter pots, at the price, ſize, and ſo marked as foreſaid; *And* they the ſaid ſeveral perſons executing theſe preſents, o hereby appoint the ſaid *S. S.* their ſole agent for the purpoſes afore- id, for and during the full term of two whole years, to commence from

Frauds in the weight and package of butter, contrary to the ſtatute.

To prevent ſuch abuſes.

The cheeſemongers authorize their agent,

to buy butter in certain places.

Prices.

Sizes.

Marks:

Pots may be delivered to farmers.

Agent ſolely appointed for two years.

Their dealers are not to take in any butter not ſo marked, &c.

from the —— day of —— *And alſo* they do hereby ſeverally and re-ſpectively requeſt, direct and appoint, all and every of their reſpective factors, deputies and agents, not to buy, receive or take from the ſaid farmers, or any other perſon or perſons whomſoever, ſo making, vending, trading and ſelling butter, in the counties aforeſaid, except within —— next after the date hereof, (which time is allowed for making uſe of ſuch pots as are already iſſued out) any other pots packed with butter on their accounts, but ſuch only as ſhall be ſo ſized and marked and filled with butter in manner as aforeſaid; and for which purpoſe they the ſaid factors or agents are hereby deſired and required by the ſaid perſons executing theſe preſents, to enter into articles with the ſaid *S. S.* that they will not receive and take any other pots of butter on their account than only ſuch pots as ſhall be ſo filled, ſized and marked as aforeſaid: *And further*, That none of them the ſaid hereby ſubſcribing perſons ſhall or will receive any other pots of butter from any perſon or perſons whomſoever in the counties aforeſaid, (except as aforeſaid,) but ſuch only as ſhall be ſo filled, ſized and marked as aforeſaid.

nor are they themſelves.

Agent's ſalary, &c.

And further, That they the ſaid ſeveral perſons executing theſe preſents ſhall and will, during the ſaid term of two years as aforeſaid, allow and pay him the ſaid *S. S.* or his aſſigns, (in conſideration of his trouble in buying of, and having ſuch pots ſo ſized, marked and diſpoſed of to farmers and other perſons as aforeſaid, and alſo to the intent to encourage him to proſecute all or any ſuch perſon ſo offending as aforeſaid, (in caſe he ſhall ſo think fit) for every ſuch pot of butter which they reſpectively ſhall receive from the ſaid counties of *Derby* and *Stafford*, or either of them, the ſum of one penny for each ſuch pot of butter; the ſame to be paid to the ſaid *S. S.* or his aſſigns, at *Aſhburne*, in the ſaid county of *Derby*, by the factors of the ſaid ſeveral perſons executing hereof, within the delivery of, or within —— days next after their receipt of each ſuch pot of butter; *And* in caſe of their or any of their neglect or refuſal ſo to do, then the ſame to be paid to the ſaid *S. S.* by ſuch of the ſaid perſons executing theſe preſents, whoſe factor or agent ſhall have refuſed or neglected to pay the ſame in the country, at the place aforeſaid, at their reſpective houſes in *London*, and places adjacent. *Item*, The ſaid *S. S.* in conſideration of one penny *per* pot of butter, ſo to be paid him as aforeſaid, doth hereby covenant to and with the ſaid ſeveral perſons executing of theſe preſents, in manner as follows, (that is to ſay) That he the ſaid *S. S.* or ſome perſon on his behalf, (in caſe of any indiſpoſition of his health) ſhall and will take care to furniſh all ſuch farmers, and other perſons making, vending, trading or ſelling butter in the counties aforeſaid, with ſuch pots as aforeſaid; and alſo ſhall take and give an account to the perſons executing of theſe preſents, if at any time ſo required, of all ſuch pots as he ſhall deliver out for the uſe of any of the ſaid ſubſcribers, who ſhall require the ſame: *And alſo* ſhall and will, to the utmoſt of his power, take care that all ſuch pots ſhall be duly ſized and marked as aforeſaid, and be according to their juſt and true weight; *And further*, that he the ſaid *S. S.* ſhall not nor will, at any time during the term aforeſaid, mark or tare any ſuch pot or pots, but ſuch only as are and ſhall be of ſuch dimenſion and ſize as will hold the full quantity of 20 pounds of butter, according to the direction of the ſaid ſtatute, and the true intent and meaning of theſe preſents. *And laſtly*, They the ſaid parties executing of theſe preſents, for the true performance

The agent's duty.

Penalty.

formance of the covenants and payments herein before contained, their part to be paid and performed, do hereby ſeverally bind themes unto the ſaid *S. S.* in the penal ſum of —— *l.* of, &c. firmly by ſe preſents; and he the ſaid *S. S.* for the true performance of the coants herein before contained, on his part to be done and performed, h hereby bind himſelf unto the ſaid perſons executing hereof, in the s of —— of like money, firmly by theſe preſents. *In witneſs* ereof, they the ſaid perſons executing hereof have to that part of ſe preſents which is to be delivered to the ſaid *S. S.* ſet their hands l ſeals, and he the ſaid *S. S.* to the other part thereof hath ſet his nd and ſeal, the day and year firſt above written.

For a Merchant's Book-keeper to go beyond Sea.

ticles of Agreement indented, &c. *Between S. M.* Senior, of, &c. and *S. M.* Junior, of, &c, of the one Part, and *J. S.* Son of *H. S.* of, &c. of the other Part, as follows; (that is to ſay,)

THE ſaid *J. S.* for the conſiderations hereunder mentioned, doth covenant, promiſe and agree to and with the ſaid *S. M.* junior, executors, adminiſtrators and aſſigns, by theſe preſents, That he ſaid *J. S.* ſhall and will, when required by the ſaid *S. M.* ſenior, abroad and ſail in and with ſuch ſhip or veſſel as ſhall be provided in t behalf for *G.* aforeſaid; and immediately upon his arrival there, ll enter into the ſervice of and for (and during the term of three years, be accounted from his arrival at *G.* aforeſaid, will continue with) ſaid *S. M.* junior, and diligently and faithfully to the utmoſt of his lity, employ himſelf in, and do and perform all ſuch buſineſs and vice at *G.* aforeſaid, or elſewhere, as well in keeping the books and counts of the ſaid *S. M.* junior, or otherwiſe, relating to the trade d buſineſs of a merchant, which the ſaid *S. M.* junior, now uſeth *G.* as he the ſaid *S. M.* junior, ſhall from time to time direct and or-r; and that he the ſaid *J. S.* ſhall and will from time to time render d give a juſt and true account, and diſcharge himſelf of, for and from monies, goods, bills, accounts and things whatſoever, which ſhall me into his charge, care or diſpoſition, during the ſaid term, of or longing to the ſaid *S. M.* junior, his executors or adminiſtrators, or y other perſon or perſons whatſoever, wherewith he or they ſhall or y be chargeable; and that he will keep the ſecrets of his ſaid maſter and relating to his trade and buſineſs. *In conſideration* whereof, and the ſervice to be performed by the ſaid *J. S.* as aforeſaid, the ſaid *S.* . ſenior, doth for himſelf, his executors and adminiſtrators, for and the behalf of the ſaid *S. M.* junior, covenant, promiſe and agree to d with the ſaid *J. S.* his executors, adminiſtrators and aſſigns, That the ſaid *S. M.* junior, his executors or aſſigns, ſhall truly pay, or uſe to be paid, unto the ſaid *J. S.* at *G.* aforeſaid, for the firſt year the ſaid term of three years, the ſum or value of —— *l.* ſterling; and r the ſecond year of the ſaid term, the ſum or value of —— *l.* of like oney; and for the laſt year of the ſaid term of three years, the ſum value of —— *l.* of like money, by equal quarterly payments, during

the

the ſaid three years reſpectively; and ſhall alſo at his own charge find and provide unto and for the ſaid *J. S.* meat, drink, waſhing and lodging during the ſaid term; and will likewiſe bear and pay the charge of his paſſage to *G.* aforeſaid. *And it is provided*, declared and agreed by and between the ſaid parties, That if the ſaid *S. M.* junior, his executors or adminiſtrators, after the ſaid *J. S.*'s arrival at *G.* aforeſaid ſhall find him not capable, or if the ſaid *J. S.* ſhall not be diligent and faithful in the doing and performing of the ſervice and buſineſs of keeping the books and accounts of the ſaid *S. M.* junior, or ſuch other buſineſs wherein he ſhall employ him in his trade and merchandizing, at aforeſaid, that then and in any of the ſaid caſes, the ſaid *S. M.* junior his executors or adminiſtrators, after three months notice, or warning for that purpoſe given to the ſaid *J. S.* ſhall and may diſcharge the ſaid *J. S.* from his ſaid ſervice, he paying him for his ſervice to ſuch time of his diſcharge, and 3*l.* for his paſſage to *E.* *And* that the ſaid *S. M.* ſenior, or *S. M.* junior, their executors or adminiſtrators, either or any of them, ſhall not from ſuch the ſaid diſcharge of the ſaid *J. S.* be chargeable to allow, or pay to the ſaid *J. S.* all, or any of the ſaid reſpective yearly ſums aforeſaid, for ſuch time of the ſaid three years, which ſhall be then to come and unexpired; the preſents, or any thing therein to the contrary notwithſtanding. *In witneſs*, &c.

Articles of Clerkſhip with an Attorney or Solicitor, (the Clerk put by the Father.)

Articles of Agreement indented, &c. by and *Between A. H.* of the *Inner-Temple, London*, Gent. of the one Part, and *J. S.* of *ments-Inn*, in the County of *Middleſex*, Gent. and *J. R.* (Son-in-Law of the ſaid *J. S.*) of the other Part, as followeth, viz.

The father covenants for the ſon's ſervice,

THE ſaid *J. S.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *A. H.* his executors, adminiſtrators and aſſigns, in manner and form following, that is to ſay, that for and in conſideration of the ſaid *A. H.*'s acceptance of the ſaid *J. R.* into his ſervice as his clerk, and the ſum of 137*l.* in hand paid to him by the ſaid *J. S.* the receipt of which ſaid ſum the ſaid *A. H.* doth hereby acknowledge, and of the covenants and agreements herein after theſe preſents mentioned on the part and behalf of the ſaid *A. H.* his executors and adminiſtrators, to be performed, fulfilled and kept, he the ſaid *J. R.* ſhall and will well, faithfully and diligently ſerve him the ſaid *A. H.* after the manner of a clerk, in the practice and profeſſion that he the ſaid *A. H.* now uſeth of an attorney in his majeſty's court of ——— at *Weſtminſter*, and as attorney and ſolicitor in other courts, from the day of the date hereof, for and during the term of five years from thence next enſuing, and fully to be complete and ended; and that without the wilful or negligent cancelling, obliterating, ſpoiling, loſing, imbezling, lending, ſpending or making away with any of the books, papers, deeds, writings, monies or other goods or chattels of the ſaid *A. H.* his executors or adminiſtrators, or

any other perſon or perſons, committed to the cuſtody or care of the
d *A. H.* or of the ſaid *J. R.*'s as his clerk. *And further*, he the ſaid
S. his executors or adminiſtrators, ſhall and will from time to time,
d at all times hereafter, during the ſaid term of five years, at his and
ir own proper coſts and charges, find and provide to and for the ſaid
R. all manner of apparel, both linen and woollen, fit for his uſe, and
washing during the ſaid term; *And* the ſaid *J. R.* doth hereby pro-
ſe and agree to ſerve the ſaid *A. H.* during the ſaid term, and in man-
as above ſpecified: *And alſo* the ſaid *J. S.* ſhall and will, within the
e appointed by act of parliament, pay to his majeſty's revenue of the
mp duties, the tax or duties impoſed upon monies given with clerks
d apprentices, and indemnify and ſave harmleſs the ſaid *A. H.* his ex-
utors and aſſigns, of and from the ſaid duties in every reſpect. *In*
ſideration of which true and faithful ſervice to be performed and done
the ſaid *J. R.* and of the performance of the covenants and agree-
nts herein before ſpecified, according to the true intent and meaning
theſe preſents, *He* the ſaid *A. H.* for himſelf, his executors, admi-
ſtrators and aſſigns, *doth* covenant, promiſe and agree, to and with the
d *J. S.* his executors, adminiſtrators and aſſigns by theſe preſents, in
nner and form following, that is to ſay, That he the ſaid *A. H.* ſhall
d will, during the ſaid term, find and provide to and for the ſaid *J. R.*
od, ſufficient and convenient diet and lodging; *And alſo* ſhall and will
the beſt means he can (according to the beſt of his ſkill and know-
lge) teach and inſtruct him the ſaid *J. R.* in the practice, buſineſs
d profeſſion of an attorney and ſolicitor in any of his majeſty's courts
Weſtminſter, or elſewhere, *And* ſhall and will at the expiration of the
d term uſe the beſt means and endeavours, at the requeſt, coſts and
arges of the ſaid *J. R.* to cauſe and procure him the ſaid *J. R.* to be
mitted and ſworn an attorney of his majeſty's ſaid court of —— or
ch other of his majeſty's courts of *Weſtminſter*, as the ſaid *J. R.* ſhall
nk fit to be admitted an attorney of; *And* the ſaid *A. H.* for himſelf,
s executors and adminiſtrators doth hereby promiſe and agree to and
ith the ſaid *J. S.* his executors and adminiſtrators, that he the ſaid *A.*
. ſhall not within the time or term of five years as aforeſaid, aſſign the
id *J. R.* to any attorney or to any other perſon or perſons whatſoever,
ithout the knowledge, conſent and approbation of the ſaid *J. S.* his
ecutors and adminiſtrators, or the direction of the preſent judges or
y ſucceſſive judge or judges of the ſaid court of ——— ſome or one
f them, during the ſaid term; *And* the ſaid *A. H.* for himſelf, his ex-
utors and adminiſtrators, doth further covenant, promiſe and agree to
d with the ſaid *J. S.* his executors and adminiſtrators, that in caſe
e ſaid *A. H.* ſhall die before the expiration of the ſaid term of five
ears, the executors or adminiſtrators of the ſaid *A. H.* ſhall pay, or
uſe to be paid, to the ſaid *J. S.* or to ſuch perſon or perſons as ſhall
e agreed of to take and accept of the ſaid *J. R.* as his or their clerk
r the reſidue of the ſaid term, in manner following, or that in caſe the
id *A. H.* ſhall die before the expiration of the firſt year of the ſaid
rm, then the executors or adminiſtrators of the ſaid *A. H.* ſhall within
ne month next after pay, or cauſe to be paid, the ſum of 105*l.* in man-
er as aforeſaid; and in like manner before the expiration of the ſecond
ear, the ſum of 85*l.* and in like manner before the expiration of the
third

and to find him cloaths, waſhing, &c.

The clerk agrees to ſerve, the father to pay for ſtamping articles, and indemnify the maſter therefrom.

The maſter to find victuals, drink, &c. for his clerk,

and teach him, &c.

and endeavour to procure his admittance.

Not to aſſign him without his father's conſent, &c.

And that his executors, &c. ſhall refund in caſe of his death.

third year, the ſum of 66*l.* and in like manner before the expiration of the fourth year, the ſum of 45*l.* and in like manner before the expiration of the fifth year, the ſum of 25*l.* according to the true intent and meaning of theſe preſents; any thing herein contained to the contrary in any wiſe notwithſtanding (*a*): *And* for the true performance of all and ſingular the reſpective covenants and agreements above mentioned, they the ſaid *J. S.* and *A. H.* do bind themſelves and their ſeveral heirs, executors and adminiſtrators, each to the other of them, in the penal ſum of 100*l.* &c. of, &c. firmly by theſe preſents. *In witneſs*, &c.

Penalty.

The like in a different Form.

Articles of Agreement indented, &c. *Between T. B.* of the pariſh of St. *Dunſtan* in the *Weſt*, *London*, Gent. (one of the Attornies of his Majeſty's Court of Common Pleas at *Weſtminſter*) of the one Part, and *R. B.* of the pariſh of St. *Dunſtan* aforeſaid, Clock and Watch-maker, and *A. B.* (Son to the ſaid *R. B.*) of the other Part, as followeth:

The maſter, at the father's requeſt, accepts the clerk;

THE ſaid *T. B.* in conſideration of the ſum of, &c. to him now paid by the ſaid *R. B.* at, &c. the receipt, &c. *Doth* (at the inſtance of and by and with the conſent of the ſaid *A. B.* teſtified by his being a party to and executing hereof agree to take and accept of him the ſaid *A. B.* as his clerk, from the day of the date hereof for and during, and unto the full end and term of five years next enſuing; *And* he the ſaid *A. B.* (by and with the conſent of his ſaid father *R. B.* alſo teſtified by his being a party to and executing hereof) *hath*, and by theſe preſents *doth* put and place himſelf to and with the ſaid *T. B.* his maſter, to ſerve him as his clerk from the date hereof, for the ſaid term of five years, *during* which term, he the ſaid *A. B.* ſhall faithfully ſerve him the ſaid *T. B.* his ſecrets keep, and his lawful commands obey and perform; *And* ſhall not abſent himſelf from the ſervice of his ſaid maſter, without his conſent, during the ſaid term; nor unduly ſpend or waſte any of his ſaid maſter's monies, goods or chattels, or of any of his clients, which ſhall be in the cuſtody of or intruſted with him by his ſaid maſter, during the ſaid term; *But* ſhall at all times during the ſaid term, truly account for, pay and deliver to his ſaid maſter, his executors or aſſigns, all and every ſuch ſum and ſums of money, ſtamps, writings and other things which he the ſaid *A. B.* ſhall receive, have or take, of, from or be intruſted, for or on account of his ſaid maſter or any of his clients. *And* the ſaid *T. B.* in conſideration of the aforeſaid premiſſes, doth hereby covenant and agree to and with the ſaid *R. B.* and *A. B.* and to and with each of them by theſe preſents, in manner as follows, *viz.* That he the ſaid *T. B.* during the ſaid term of five years, ſhall uſe his beſt endeavours to inſtruct and inform the ſaid *A. B.* as his clerk, in

and the ſon at the like requeſt puts himſelf clerk.

Faithful ſervice.

To account.

The maſter's duty.

(*a*) And ſometimes there has been a reſervation of re-payment in caſe of the clerk's death.

the

e buſineſs and practice of an attorney or entring clerk, in his ſaid ma-
ty's court of common pleas at *Weſtminſter* aforeſaid, and alſo as a ſoli-
or in other courts which he the ſaid *T. B.* ſhall uſe and practice in,
ring the ſaid term; *And* that he the ſaid *T. B.* at the end of the ſaid
e years, ſhall and will (at the requeſt and charge of the ſaid *A. B.*)
e his beſt endeavours to procure him the ſaid *A. B.* to be admitted (*b*)
attorney in the ſaid court of common pleas, and as a ſolicitor in the
gh court of chancery. *In witneſs*, &c.

A Receipt to be indorſed for the Conſideration Money.

nother Indenture of Clerkſhip, the Form different, (the Clerk put out by his Guardian.)

THIS *Indenture*, &c. *Between J. C.* of, &c. gent. and *H. W.* of, &c. eſq; (the next friend and guardian to the ſaid *J. C.*) of the e part, and *W. L.* of, &c. *London*, gent. (one of the attornies of his jeſty's court of ———) of the other part, *Witneſſeth*, That the ſaid Service.
C. hath, and by theſe preſents *doth* put and place himſelf to and with e ſaid *W. L.* his maſter, him to ſerve as his clerk for the time or ſpace five years from the day of the date hereof, during all which term he e ſaid *J. C.* as ſuch, ſhall faithfully and diligently ſerve him the ſaid *L.* his ſecrets keep, and his lawful commands obey and perform, and ll not part or abſent himſelf from the ſervice of his ſaid maſter without leave, during the ſaid term, nor unduly or negligently ſpend or waſte of his ſaid maſter's monies, goods or chattels, or the monies, ods or chattels of any other perſon or perſons which ſhall be in the ſtody of, or intruſted with him, by his ſaid maſter, or that ſhall be ivered or put into the hands of the ſaid *J. C.* or come to his hands by e ſaid maſter's order or appointment, or any otherwiſe on his account, ring the ſaid term; but ſhall and do from time to time during the d term well and truly account for, deliver and pay to his ſaid maſter, executors, adminiſtrators or aſſigns, all and every ſuch ſum and ſums money, ſtamps, writings, and all other things which he the ſaid *J.* ſhall receive, have or take, of or for, or be intruſted for, or on ac-unt of his ſaid maſter; and alſo ſhall in all things demean and behave nſelf in all reſpects, as a good, true and faithful clerk, during all the d term; *And* the ſaid *W. L.* (for and in conſideration of the ſum of Inſtruction.
——— of lawful money of *Great Britain*, to him in hand well paid by e ſaid *H. W.* at or before the executing hereof, the receipt, &c.) *th* covenant, promiſe, grant and agree, to and with the ſaid *L. W.* d *J. C.* and to and with each of them by theſe preſents, in manner as llows, *viz.* That he the ſaid *W. L.* ſhall and will from time to time, d at all times during the ſaid term of five years, in the beſt manner can, well and ſufficiently inſtruct and inform the ſaid *J. C.* as his rk, in the buſineſs and practice of an attorney, or entering clerk, in majeſty's courts of king's bench and common pleas, and alſo a ſoli-

(*b*) In ſome old articles here it is ſaid (*if the maſter is admitted in* B. R.) e of the entering clerks in the court of King's Bench, under the prothonotary or chief clerk of the ſaid court.

citor

citor of the court of chancery, exchequer, and all other courts which he the ſaid *W. L.* now uſes or ſhall uſe and practice in during the ſaid term, and in all the manner, method and reaſons of doing the ſame;

Maſter to find meat, &c.

And alſo ſhall find and provide for him the ſaid *J. C.* good and ſufficient meat, drink and lodging, during the ſaid term, he continuing

Termage.

ſuch ſervice of the ſaid *W. L.* *And alſo* that he the ſaid *W. L.* ſhall will at the end of every term during the time that he the ſaid *J. C.* ſo ſerve him as a clerk, as aforeſaid, give and pay to him the ſaid *J.* the ſum of 20*s.* for his own uſe, *And further*, That in caſe the ſaid *L.* ſhall happen to die, &c. *(as before.)* *And* the ſaid *H. W.* for

Guardian covenants that the clerk ſhall account.

himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *W. L.* his executors, adminiſtrators and aſſigns, by theſe preſents, That he the ſaid *J. C.* ſhall and will from time to time, and at all times, well and truly account for all ſuch monies, ſtamps and other things as ſhall come to his hands, by the delivery order, or for the uſe of his ſaid maſter the ſaid *W. L.* *And* ſhall will pay and ſatisfy to him the ſaid *W. L.* his executors, adminiſtrators or aſſigns, from time to time on demand, all and every ſuch ſum ſums of money as ſhall appear to be due to him or them upon the balance of any account which ſhall be made by reaſon of any deficiency of the ſaid *J. C.* *In witneſs*, &c.

Liberty to aſſign.

PROVIDED *always*, and it is hereby mutually agreed and declared by and between the parties hereto, That it ſhall and may be lawful to and for the ſaid *W. C.* at any time, to aſſign over unto any other ſworn attorney or attornies of the ſaid court, the ſervice and benefit of the clerkſhip of him the ſaid *R. C.* for all or any part of the ſaid term, in ſuch manner as he the ſaid *W. C.* aforeſaid ſhall think fit, (ſubject nevertheleſs to ſuch inſtructions, proviſion and allowance as are hereby made for the ſaid *R. C.* in manner as aforeſaid;) any thing to the contrary thereof notwithſtanding.

Liberty to put a Clerk away from his Service.

AND *laſtly*, It is agreed by and between the parties to theſe preſents that if the ſaid *B. V.* ſhall be wilfully diſobedient to, or ſlothful or negligent, or ſhall otherwiſe miſbehave himſelf towards his ſaid maſter during the ſaid term, that then it may and ſhall be lawful for the ſaid *G. W.* at his diſcretion, at any time then after during the ſaid term to put away the ſaid *B. V.* from the ſaid ſervice of the ſaid *G. W.* and that the ſaid *G. W.* his executors or adminiſtrators, in ſuch caſe ſhall repay unto the ſaid *W. V.* his executors, adminiſtrators or aſſigns, the like ſum of money as by theſe preſents are payable upon the death of the ſaid *G. W.* proportionably to the time in which the ſaid *G. W.* ſhall put away the ſaid *B. V.* theſe preſents, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

The Father to find Apparel, Waſhing, Doctors, &c.

AND that he the ſaid *W. V.* his executors or adminiſtrators, ſhall and will, during the ſaid term, provide for and allow the ſaid *B.* convenient apparel and waſhing, and in caſe of ſickneſs or other accident, by reaſon whereof the ſaid *B. V.* ſhall be diſabled to ſerve the ſaid *W.* as his clerk, to provide and allow unto the ſaid *B. V.* a nurſe, and the charges of ſuch doctors and apothecaries, as ſhall be neceſſary during ſuch ſickneſs.

Articles of Clerkſhip, where a Clerk (his firſt Maſter being dead) puts himſelf Clerk to another for the Reſidue of his Term, in order to qualify himſelf to be ſworn.

WHEREAS, by articles, &c. *(recite the articles.) And whereas* the ſaid *E. W.* ſerved the ſaid *J. B.* as his clerk for the term or ce of, &c. and the ſaid *J. B.* dying, the ſaid recited articles, as to e reſidue of the ſaid term of five years ſervice of clerkſhip to the ſaid *B.* is now become void and determined: *And whereas* the ſaid *E.* has, on the day of the date hereof, the term of, &c. to ſerve, (be- the reſidue of his ſaid term of five years clerkſhip), the reſidue of hich term of five years he the ſaid *E. W.* hath agreed to ſerve with the id *A. S.* and that he the ſaid *E. W.* will find himſelf with all neceſſaries ring the ſaid term, in ſuch manner as herein after mentioned: *Now ſe preſents witneſs*, That he the ſaid *E. W.* (in purſuance of his ſaid ted agreement, and to the intent that he by his full ſervice of five rs clerkſhip may be qualified to be ſworn, and act as one of the ſoliors of the ſaid court of chancery, doth for himſelf, his executors and miniſtrators, covenant with the ſaid *A. S.* his executors, adminiſtrand aſſigns, by theſe preſents in manner as follows, *viz.* That he e ſaid *E. W.* ſhall and will ſerve the ſaid *A. S.* as his clerk, from the y of the date hereof, for and during the ſaid term of one year, (being e reſidue of his ſaid term of five years clerkſhip, if they the ſaid *A.* and *D. W.* ſhall both ſo long live, and that the ſaid *E. W.* during e reſidue of his ſaid term of clerkſhip, ſhall and will in all reſpects, to e beſt of his power and ability, ſerve the ſaid *A. S.* as his clerk, and and every his lawful commands obey and perform, as a good clerk ght to do; *And alſo* that he the ſaid *E. W.* during all the reſidue of e ſaid term of five years clerkſhip, ſhall and will at his own charge find d provide himſelf with meat, drink, waſhing, lodging, and all other ceſſaries; and that he the ſaid *A. S.* ſhall at all times be and is hereby bſolutely freed and diſcharged therefrom. *And theſe preſents further witneſs*, That he the ſaid *A. S.* (in purſuance of his ſaid recited agreement, and in conſideration of ſuch ſervice of him the ſaid *E. W.* as his lerk as aforeſaid,) doth hereby for himſelf, his executors and adminiſtrators, covenant with the ſaid *E. W.* his executors and adminiſtrors, that, &c.

Articles of Clerkſhip between an Uncle and Nephew.

Articles, &c. *Between E. S.* of, &c. Gent. of the one Part, and J.
of, &c. Gent. Nephew of the ſaid *E. S.* of the other Part.

WHEREAS the ſaid *E. S.* for and in conſideration of the na
love and affection which he hath and beareth for the ſaid J
his ſaid nephew, and for other conſiderations him thereunto moving
the ſaid *E. S* hath taken the ſaid *J. S.* to be his clerk, with h
dwell for the ſpace of five years, to be accounted from the day of
date hereof, and it is covenanted and agreed between the ſaid par
manner and form following, (that is to ſay,) The ſaid *J. S.* doth
venant with the ſaid *E. S.* that he the ſaid *J. S.* ſhall and will faith
ſerve, &c. *(as in others.)*

Another, whereby the Father puts his Son Clerk to a Solicitor in Ch

Articles, &c. *Between T. B.* of the Liberty of the *Rolls*, in the P
of St. *Dunſtan* in the *Weſt*, in the County of *Middleſex*, Gen
the one Part, and *T. W.* of, &c. Eſq; and *E. W.* (Son of the
T. W.) of the other Part, as follows, *viz.*

THE ſaid *T. B.* (for and in conſideration of the ſum of 2 rol
&c. to him the ſaid *T. B.* by the ſaid *T. W.* in hand paid,
before the enſealing and delivery of theſe preſents, the receipt wh
the ſaid *T. B.* doth hereby acknowledge) *Doth* (at the inſtance
and by and with the conſent of the ſaid *T. W.* teſtified by his bei
party to and executing hereof,) agreed to take and accept of him
ſaid *E. W.* to be his clerk from the day of the date hereof, for and
ing, and unto the full end and term of five years next enſuing, fully
be compleat and ended. *And* the ſaid *T. W.* doth for himſelf,
heirs, executors and adminiſtrators, covenant, promiſe and agree
and with the ſaid *T. B.* his executors and adminiſtrators, that he
ſaid *E. W.* ſhall and will continue and abide with the ſaid *T. B.*
clerk for and during the ſaid term of five years, (if they both ſo
live;) and that he the ſaid *E. W.* ſhall and will during that time,
any further time which he may continue with the ſaid *T. B.* render
juſt and true account of, and pay and deliver to him the ſaid *T. B.* upo
demand, all monies and other things, wherewith he the ſaid *E. W.* ſha
be intruſted by the ſaid *T. B.* or which he ſhall receive, or may at any
time come to his hands, as clerk or agent to him the ſaid *T. B.* or to
his uſe; and that he the ſaid *E. W.* ſhall not nor will during his clerk-
ſhip neglect or abſent himſelf from or leave his ſaid maſter's buſineſs or
houſe, without his expreſs conſent, but in every reſpect, to the beſt of
his power and ability, ſerve him the ſaid *T. B.* and all and every his law-
ful commands obey and perform, and demean himſelf faithfully, ſober-
ly and dutifully, as a good and diligent clerk ought to do, and ſhall
not

t nor will embezle, cancel, alter, obliterate or deface any writings,
ers or records of or belonging to the ſaid *T. B.* or any of his clients
ich ſhall come to his hands, cuſtody or power, or diſcloſe or make
own any his ſaid maſter's ſecrets, in prejudice of him or his clients.
d in conſideration of the premiſſes, he the ſaid *T. B.* doth hereby
enant, promiſe and agree, to and with the ſaid *T. W.* his executors
l adminiſtrators, to educate and inſtruct him the ſaid *E. W.* in the
ſtery of a ſolicitor, in the high court of chancery, according to his
t ſkill and ability, and as other clerks who are placed with ſolicitors
the ſaid court, are uſually educated and inſtructed, and to find and
vide him the ſaid *E. W.* ſufficient and neceſſary meat, drink and
ging for and during the ſaid five years, or ſo long thereof as he the
l *E. W.* ſhall continue to ſerve the ſaid *T. B.* as aforeſaid, and alſo to
him the ſaid *E. W.* 30*s.* a term during that time. *And* the ſaid *T.*
for himſelf, his heirs, executors and adminiſtrators, doth further co-
ant, promiſe and agree, to and with the ſaid *T. W.* his executors
adminiſtrators, in caſe he the ſaid *T. B.* ſhall happen to die within
firſt year of the ſaid term of five years, (the ſaid *E. W.* him the
l *T. B.* ſurviving,) that then his heirs, executors or adminiſtrators,
l and will refund and pay back unto the ſaid *T. W.* his executors,
iniſtrators or aſſigns, the ſum of 150*l.* and in caſe the ſaid *T. B.*
ll happen to die within the ſecond year of the ſaid term of five years,
e ſaid *E. W.* him the ſaid *T. B.* ſurviving, that then his heirs, exe-
ors or adminiſtrators, ſhall and will refund and pay back unto the
l *T. W.* his executors, adminiſtrators or aſſigns, the ſum of 100*l.*
l in caſe the ſaid *T. B.* ſhall happen to die within the third year of
ſaid term of five years, (the ſaid *E. W.* him the ſaid *T. B.* ſurviv-
,) that then his heirs, executors or adminiſtrators, ſhall and will re-
d and pay back unto the ſaid *T. W.* his executors, adminiſtrators or
gns, the ſum of 50*l.* but in caſe of the death of the ſaid *E. W.* dur-
the firſt three years of the ſaid term, (the ſaid *T. B.* him the ſaid
W. ſurviving,) then no money to be returned by the ſaid *T. B.*
d laſtly, It is agreed by and between the ſaid *E. W.* and the ſaid *T.*
that in caſe he the ſaid *T. B.* ſhall at any time during the aforeſaid
n of five years find it inconvenient to diet and lodge the ſaid *E. W.*
his own houſe, that then and in ſuch caſe, (notwithſtanding any co-
ant herein contained to the contrary,) the ſaid *T. B.* ſhall or may be
liberty to diet and lodge him the ſaid *E. W.* where he ſhall think
ſt convenient, in which caſe he the ſaid *T. W.* doth covenant, pro-
ſe and agree, to and with the ſaid *T. B.* to allow and pay him the ſaid
B. after the rate of 10*l. per ann.* towards the extraordinary expence
d charge thereof. *In witneſs*, &c.

Articles of Clerkſhip to one of the 60 Clerks in Chancery.

Articles, &c. *Between R. T.* of, &c. Gent. and *J. T.* one of the Sons of the ſaid *R. T.* of the one Part, and *W. N.* of the Six Clerks Office, Gent. of the other Part, as follows:

IT is covenanted, &c. that in conſideration, &c. he the ſaid *W. N.* is forthwith to take the ſaid *J. T.* into his ſervice as his clerk, for and during the term of five years next, &c. if he the ſaid *W. N.* ſhall ſo long live. That the ſaid *J. T.* &c. *(as to his ſervice and fidelity as uſual;)* and that the ſaid *J. T.* ſhall not and will not during the ſaid term, ſolicit, proſecute, defend, intermeddle with or manage any cauſe or cauſes in the court of chancery, or in any other court, or in any other manner or way for the advantage of himſelf or any other perſon or perſons whatſoever, except the cauſes of the ſaid *W. N.*'s clients, and for the ſaid *W. N.*'s advantage and benefit, without the conſent of the ſaid *W. N.* firſt had and obtained. The ſaid *W. N.* for the conſiderations aforeſaid, doth for himſelf, &c. covenant, &c. to and with the ſaid *R. T.* his, &c. in manner following, that he the ſaid *W. N.* for and during the term aforeſaid, ſhall and will, to the beſt of his ſkill and knowledge, teach and inſtruct the ſaid *J. T.* as his clerk in the practice and proceedings of the ſix clerks office in his majeſty's high court of chancery, wherein the ſaid *W. N.* hath now a ſeat, and practiſed as a ſworn clerk there; and that the ſaid *W. N.* ſhall forthwith enter him the ſaid *J. T.* as his clerk in the ſaid office, in ſuch manner as the ſaid *J. T.* may be capable to be a ſworn clerk, according to the conſtitution of the ſaid office; *And* that he the ſaid *W. N.* ſhall and will pay or allow, &c. *(Termages)* for and during the term of three years. The ſaid *W. N.* doth covenant, &c. to and with the ſaid *R. T.* his, &c. that he the ſaid *J. T.* continuing to behave and demean himſelf well in all things, and no ways neglecting his the ſaid *W. N.*'s affairs or employment, wherein he or any of his clients ſhall or may be damnified during the time he ſhall continue with the ſaid *W. N.* after the ſaid term of three years, until he be a ſworn clerk, or otherwiſe diſpoſed of, or leave the ſervice of the ſaid *W. N.* ſhall and will allow him the ſaid *J. T.* ſuch clerk's fees as are uſually given or allowed to other under-clerks of the ſaid office, for ſuch buſineſs as he the ſaid *J. T.* ſhall do for him the ſaid *W. N.* in any manner of ways whatſoever. *Item*, &c. *(to refund*, &c.) *Laſtly*, It is hereby covenanted, &c. by, &c. that at the expiration of the ſaid term of three years, and from thenceforth the ſaid termly allowance of 40s. a term, by theſe preſents covenanted to be paid and allowed to the ſaid *J. T.* is to ceaſe and determine. *In witneſs*, &c.

The clerk not to ſolicit for himſelf.

The maſter's duty.

Termages.

Clerk's fees.

When termage to ceaſe.

greement between a Maſter and a Journeyman or hired Servant.

les of Agreement indented, &c. *Between W. S.* of the one Part, d *W. M.* of the other Part, as followeth, (that is to ſay,)

HE ſaid *W. M.* for the conſideration hereunder mentioned, doth covenant, promiſe and agree, to and with the ſaid *W. S.* his exe- rs, adminiſtrators and aſſigns, by theſe preſents in manner follow- (that is to ſay,) That he the ſaid *W. M.* ſhall and will become ſer- unto and diligently ſerve, abide and continue with the ſaid *W S.* xecutors, adminiſtrators and aſſigns, from the date of theſe pre- , for and during and unto the full end and term of —— years now enſuing, as his and their covenant ſervant, and diligently and faith- , according to the beſt and utmoſt of his power, ſkill and know- , exerciſe and employ himſelf in, and ſhall and will during the ſaid , do and perform all ſuch ſervice and buſineſs whatſoever, as well ing to the trade aforeſaid which the ſaid *W. S.* now uſeth, as in and t any other buſineſs, matter and thing whatſoever, as the ſaid *W.* all from time to time order, direct and appoint, to and for the moſt t and advantage of the ſaid *W. S.* that he can; *And* ſhall and will the ſecrets of the ſaid *W. S.* relating to the ſaid trade and buſineſs; likewiſe be juſt, true and faithful to the ſaid *W. S.* in all matters and s, and no ways wrongfully detain, embezle or purloin any monies, s or things whatſoever belonging to the ſaid *W. S.* and alſo ſhall and keep juſt, true and faithful accounts in the books of the ſaid *W. S.* l the goods bought and ſold, monies received and paid, and of all r things whatſoever relating to the buſineſs of the ſaid *W. S.* as ſhall e to be committed to his care, management or diſpoſal; and from to time pay all monies which he ſhall receive of or belonging to or he order of the ſaid *W. S.* into his hands, and make and give up true fair accounts of all his actings and doings whatſoever in his ſaid em- ment without fraud or delay, when and as often as he ſhall be there- equired. *And in conſideration* of the premiſſes, and of the ſeveral ers and things by the ſaid *W. M.* to be performed as aforeſaid, the *W. S.* doth for himſelf, his executors and adminiſtrators, covenant and e to and with the ſaid *W M.* by theſe preſents, that he the ſaid *W. S.* xecutors and adminiſtrators, ſhall and will find and provide unto and the ſaid *W. M.* in his dwelling-houſe, meat, drink, waſhing and ing; and alſo well and truly pay, or cauſe to be paid, unto the *W. M.* his executors or aſſigns, the ſum or ſalary of —— *l. per* of lawful, &c. for the firſt —— years, &c. by equal quarterly ments; and ſhall and will allow the ſaid *W. M.* ſuch reaſonable ex- ces in and about the buſineſs aforeſaid, as he the ſaid *W. S.* ſhall k fit: *And* the ſaid parties do mutually covenant and agree to and the other, *viz.* That if the ſaid *W. S.* ſhall not be willing to con- e the ſaid *W. M.* in his ſervice after the expiration of the ſaid —— s, or if the ſaid *W. M.* ſhall not be willing to ſerve and continue the ſaid *W. S.* after the expiration of the ſaid —— years, in either he ſaid caſes the ſaid parties ſhall and will give —— months notice of

Covenant to ſerve,

and keep ſecrets, and be juſt, &c.

and keep accounts, and render account.

Covenant to find meat, drink, &c. and pay wages.

Covenant for each to give warning on parting.

of ſuch their minds and intention before the expiration of the ſaid term. *(Penalties may be added.) In witneſs*, &c.

The like to an Undertaker.

—— Do and perform, and employ himſelf in the work and ſervice of fitting up of coffins, and in and about all ſuch other work, ſervice and buſineſs relating to funerals and dead corps; and otherwiſe both in *L.* or elſewhere in *E.* as occaſion requires, and as the ſaid *W. L.* ſhall require and appoint to be done, to the moſt profit and advantage of the ſaid *W. L.* that he can: *And further*, That the ſaid *T. S* ſhall and will keep the ſecrets of his ſaid maſter, and ſhall and will be juſt, &c. (Vide *the laſt Precedent*) and will not abſent himſelf from the ſaid ſervice at any time without leave or liberty in that behalf: *And in conſideration*, &c. (*the maſter covenants to pay wages*, &c.) *And* the ſaid *W. L.* doth alſo covenant and agree with the ſaid *T. S.* that he will give unto the ſaid *T. S.* a coat, waiſtcoat and breeches, upon the ſealing hereof. *(Penalties may be added.) In witneſs*, &c.

The like to a Glaſs-maker.

Articles of Agreement indented; &c. *Between W. B.* of —— of the one Part, and *J. S.* of —— of the other Part, in Manner following, (that is to ſay,)

THE ſaid *J. S.* doth hereby covenant, promiſe and agree, to and with the ſaid *W. B* his executors, adminiſtrators and aſſigns, and every of them, by theſe preſents, in manner following, (that is to ſay,) That he the ſaid *J. S.* for and in conſideration of the payments and allowances herein after mentioned and expreſſed on the part and behalf of the ſaid *W. B.* his executors, adminiſtrators and aſſigns, to be paid and allowed, ſhall and will truly and faithfully ſerve and work for him the ſaid *W. B.* his executors, adminiſtrators and aſſigns, and do and perform the art, buſineſs and occupation of making plate glaſs, *Normandy* or crown glaſs, flint glaſs, ordinary glaſs vials, and all other ſorts of glaſs wares wherein he is ſkilled, or which he is capable of making, or any of them, as he ſhall be from time to time required, ordered or directed by the ſaid *W. B.* his executors or adminiſtrators, or his or their clerks or ſervants in that behalf, (bottle glaſs excepted) for and during the term and ſpace of ſeven years, to commence and be reckoned from the day of the date of theſe preſents, and from thenceforth fully to be compleat and ended. *Alſo* that the ſaid *J. S.* ſhall and will be ready at all times during the ſaid term, at the requeſt or demand of the ſaid *W. B.* his executors, adminiſtrators and aſſigns, or any of his or their clerks or ſervants for the time being, to work for him and them in the making of any of the ſeveral ſorts of glaſſes aforeſaid, at the glaſs-works or glaſs-houſe at or near, &c. or any other glaſs-works within ten miles of *L.* where he, they, or any of them, ſhall order and appoint him

to work as aforeſaid, and that according to the beſt of his ſkill and gment, and as may be moſt for the profit and advantage of the ſaid *B.* his executors, adminiſtrators and aſſigns. *Alſo* that he the *J. S.* ſhall not nor will at any time during the ſaid term, wil- neglect or depart from the ſaid work, ſervice and employ- t of the ſaid *W. B.* his executors, adminiſtrators and aſſigns; work to or for any other perſon or perſons whatſoever, in the or occupation aforeſaid, without the leave and licence of him aid *W. B.* his executors, adminiſtrators or aſſigns, or ſome of , firſt had and obtained in writing under his, their, or ſome ne of their hands and ſeals in that behalf. *Alſo* that he the *J. S.* ſhall not, nor will, at any time during the ſaid term, do uſe, or willingly ſuffer to be done, any act, matter or thing ever, to the hindrance or prejudice of him the ſaid *W. B.* ecutors, adminiſtrators, partners or aſſigns, or any of them, in r their glaſs-works or concernments aforeſaid, or otherwiſe ever. *Alſo* the ſaid *W. B.* for himſelf, his executors, admi- tors and aſſigns, and every of them, doth covenant, promiſe agree, to and with the ſaid *J. S.* his executors, adminiſtrators aſſigns, in manner following, (that is to ſay,) That he the *W. B.* his executors, adminiſtrators and aſſigns, for and in con- tion of the works and ſervice aforeſaid, to be well, truly and fully done and performed by him the ſaid *J. S.* ſhall and will allow and ſatisfy unto him the ſaid *J. S.* during the ſaid of ſeven years ——— *per* week, for ——— weeks in each ; the firſt weekly payment to begin on the, &c. next enſuing date of theſe preſents; and of the remaining ——— weeks ach year during the ſaid term of ſeven years, ——— weeks of he ſhall be allowed and paid 10*s.* *per* week for play wages, ded he is not employed, and the other ſix weeks in the year greement are to be allowed for repairing of furnaces, and no ent or allowance is to be made to the ſaid *J. S.* for the laſt eeks. *And laſtly*, for the true and faithful obſerving and per- ng of all and ſingular the articles, covenants, payments and ments herein before mentioned and expreſſed to be, by the *W. B.* his executors and adminiſtrators and the ſaid *J. S.* ob , paid and performed as aforeſaid, according to the true in- and meaning of theſe preſents, each of them the ſaid *W. B.* and bindeth himſelf, his executors, adminiſtrators and aſſigns unto ther of them, his executors, adminiſtrators and aſſigns reſpective- the ſum or penalty of 500*l.* of lawful, &c. firmly by theſe pre- *In witneſs*, &c.

Covenant to pay the journeyman.

Another

Another to a Mill-wright.

Articles, &c.

THE ſaid *B.* (in conſideration of the monthly ſum of —— and other the conſiderations herein after mentioned to be paid and allowed to him by the ſaid *A.* in ſuch manner as herein after is in that behalf mentioned and expreſſed) doth hereby covenant and agree to and with the ſaid *A.* in manner as follows, (to wit,) That he the ſaid *B.* from the day of the date hereof, for and during the full term of —— years, if they the ſaid *A.* and *B.* ſhall both ſo long live, ſhall and will (at the now dwelling-houſe of him the ſaid *A.* ſituate, &c. or at ſuch other place or places, if by him the ſaid *A.* from time to time ſo required, ordered and directed) work as a ſervant or journeyman, and will and truly and faithfully ſerve him the ſaid *A.* in the buſineſs of a mill-wright, carpenter, joiner, turner, and in all ſuch other arts, myſteries and work, as he the ſaid *B.* now is or ſhall be any ways capable of doing or performing, during the term aforeſaid, and that according to the beſt of his the ſaid *B.*'s ability, knowledge and judgment therein; and that he the ſaid *B.* during the continuance of the ſaid term, ſhall yearly work and perform the trade or buſineſs aforeſaid for him the ſaid *A.* in manner as follows, *viz.* From the 25th of *March* to the 29th day of *September* from the hours of ſix in the morning to ſix in the evening, and from the 29th of *September* to the 25th of *March*, from day-light to day-light and that daily, (ſickneſs, *Sundays*, grand feſtival days, and uſual hours of breakfaſt and dinner, only allowed and excepted): and further, that he the ſaid *B.* during the term aforeſaid, ſhall not at any time abſent himſelf from ſuch ſervice of the ſaid *A.* nor work, do or perform any ſort of the trade or buſineſs aforeſaid, for the uſe or benefit of any other perſon or perſons whomſoever, without the conſent of him the ſaid *A.* firſt had in writing for that purpoſe.

Another to a Stove-maker.

Articles of Agreement indented, &c. *Between W. G.* of, &c. Stove-maker of the one Part, and *J. K.* the preſent Servant of the ſaid *W. G.* of the other Part.

THE ſaid *J. K.* (in conſideration of the ſum of 13*l.* wages, and of his diet and other proviſion herein after agreed to be paid and allowed him in ſuch manner as herein after is mentioned) doth hereby covenant and agree to and with the ſaid *W. G.* in manner following, (to wit,) That he the ſaid *J. K.* ſhall and will well, truly and honeſtly, and according to the beſt of his knowledge and ability, ſerve the ſaid *W. G.* at his now dwelling-houſe, as his ſervant or journeyman in the trade of a ſtove-grate-maker, for and during the full term of one whole year, to commence from *Midſummer-day* now laſt paſt; and that he the ſaid *J. K.* ſhall not at any

ny time during the ſaid term, abſent himſelf from the ſervice of he ſaid *W. G.* without his conſent firſt had for that purpoſe; nd that he the ſaid *J. K.* during all the ſaid term, ſhall and will eekly earn the ſum of 15*s.* in the making of ſtove-grates in a ompleat and workman-like manner, for the uſe and benefit of the id *W. G.* if he the ſaid *W. G.* ſhall find him employment there-n. And in caſe any ſickneſs ſhall happen to the ſaid *J. K.* or hat he ſhall make any neglect during the ſaid term, in earning he ſaid weekly ſum of 15*s.* in making ſuch grates for the uſe of he ſaid *W. G.* in manner as aforeſaid, that then and in either of he ſaid caſes it ſhall and may be lawful to and for the ſaid *W. G.* o deduct the ſame out of the ſaid ſum of 13*l.* wages, agreed to e paid to the ſaid *J. K.* as aforeſaid, in ſuch manner as herein fter is mentioned. And the ſaid *W. G.* (in conſideration of ſuch ervice ſo to be done and performed by the ſaid *J. K.* in manner s aforeſaid) doth hereby covenant and agree to and with the ſaid *J. K.* in manner as follows, *viz.* That he the ſaid *W. G.* during ll the ſaid term of one year, or ſo much thereof as he the ſaid *J. K.* ſhall ſerve him in manner as aforeſaid, will find and provide he ſaid *J. K.* with meat, drink, waſhing and lodging, (ſave and xcept ſmall beer); and that in lieu of ſuch ſmall beer, he the ſaid *W. G.* ſhall and will allow and pay him the ſaid *J. K.* three half-ence every day; and that he the ſaid *W G.* at the end of every uarter of a year during the ſaid term, ſhall and will well and truly ay unto the ſaid *J. K.* the fourth part of the ſaid ſum of 13*l.* or his wages for ſuch ſervices; ſubject nevertheleſs to him the ſaid *W. G.*'s allowing and deducting thereout ſo much of the ſaid week-y ſum of 15*s.* as ſhall not have been at any time during the aid term by him the ſaid *J. K.* earned in making ſuch grates or the uſe of the ſaid *W. G.* as aforeſaid, in caſe of any ſick-neſs happening to, or neglect made by him the ſaid *J. K.* dur-ng the ſaid term, in manner aforeſaid. And laſtly, for the true performance of the ſeveral and reſpective covenants and agreements herein before contained on the parts of each of them the ſaid *W. G.* and *J. K.* to be worked, paid, done and performed in manner as afore-ſaid, they the ſaid *W. G.* and *J. K.* do hereby bind themſelves unto each other, and to the reſpective executors, adminiſtrators and aſſigns of each other, in the penal ſum of 20*l.* of lawful money of *Great Britain*, firmly by theſe preſents, *In witneſs*, &c.

Agreement

Agreement to go abroad, and there exerciſe a Trade, in Conſideration of Wages, &c.

Agreed the, &c. *Between W. V.* of, &c. of the one Part, and *T. S.* of, &c. of the other Part, as followeth, *viz.*

Covenant to go abroad, and there exerciſe a trade.

THE ſaid *W. V.* doth covenant and agree to and with the ſaid *T. S.* his executors, adminiſtrators and aſſigns, that he the ſaid *W. V.* upon the firſt notice to him given by the ſaid *T. S.* after the date hereof, will go on board ſuch ſhip as the ſaid *T. S.* ſhall order, and ſail in and with the ſame to *A.* in *R.* and upon his arrival there will enter into, and for the ſpace of two years to be accounted from his arrival at *A.* continue in the ſervice of the ſaid *T. S.* or in any other perſon or perſons, either at *A.* or elſewhere in the dominions of the emperor of *R.* as he or his correſpondents there ſhall appoint; and will perform the art and buſineſs of gathering and blowing of flint-glaſs, and all other works belonging to the ſervitor in the making of glaſs: *And* the ſaid *T. S.* for himſelf, his executors and adminiſtrators, doth hereby covenant and agree with the ſaid *W. V.* that if he the ſaid *W. V.* ſhall go on board and ſail in and with ſuch ſhip or veſſel as the ſaid *T. S.* ſhall order and direct him for *A.* aforeſaid, and upon his arrival there ſhall enter into and continue in the ſervice of the ſaid *T. S.* or any other perſon or perſons at *A.* or elſewhere in the dominions of the emperor of *R.* and there perform the art and buſineſs before mentioned for the time aforeſaid, he the ſaid *T. S.* his executors, adminiſtrators or aſſigns will pay, or cauſe to be paid, unto the ſaid *W. V.* during the ſaid two years, to be accounted as aforeſaid, but no longer; or for ſo long time thereof as he ſhall continue in the ſaid ſervice, the ſum of —— *per* month; the firſt payment thereof to be made at the end of one month from his arrival at *A.* to be accounted as aforeſaid; and will pay the charge of his paſſage to *A.* And each of them the ſaid parties do hereby agree within —— months after the date hereof, to ſeal and execute articles of agreement to the effect aforeſaid. *In witneſs*, &c.

Covenant to pay wages and paſſage.

A general Indenture of Apprenticeſhip, ſuitable to any Trade.

Apprentice bound to any trade,

THIS *Indenture*, made the —— day of —— in the year of, &c. (*a*) *Witneſſeth*, that *W. S.* ſon of *H. S.* of ——— in the county of ———, *Hath* of his own free will and accord *(and you may ſay,* and by and with the conſent of his father, *(or other next of kin)* teſtified by his ſealing and delivering of theſe preſents) placed and bound him-

(*a*) Note; *An indenture of Apprenticeſhip uſually begins as above, but may as properly being thus: This Indenture* made, &c. *between H. S. (the father)* of, &c and *W. S.* one of the ſons of the ſaid *H. S.* of the one part, and *R. J. (the maſter)* of the other part *Witneſſeth*, that the ſaid *W. S.* by and with his own conſent, free will and good liking, and by and with the ſaid *H. S.*'s conſent and good liking, teſtified by his being a party to, and ſealing and delivering of theſe preſents, *Hath* put, &c.

ſelf

elf apprentice to *J. R.* of the pariſh of ——— in the county of ———
name his trade) *To* be taught in the ſaid trade, ſcience or occupation
f a —— which the ſaid *R. J.* now uſes, *And* to live with, continue
nd ſerve him as an apprentice from the day of the date hereof (*or* from
he ——— day of ——— next coming) unto the full end and term of
ven years from thence next enſuing, and fully to be compleat and end-
d; *During* all which ſaid term of ſeven years, the ſaid *W. S.* doth co-
enant and promiſe to and with the ſaid *R. J.* his executors, adminiſtra-
rs and aſſigns, that he the ſaid *W. S.* ſhall and will well and faithfully
rve, demean himſelf, and be juſt and true to him the ſaid *R. J.* his
ecutors, adminiſtrators and aſſigns, as his maſter, (*a*) and keep his
crets, and every where willingly obey all his lawful commands; he ſhall
o no hurt or damage to his ſaid maſter in his goods, eſtate or other-
iſe, (*b*) nor willingly ſuffer any to be done by others, and whether
revented or not ſhall forthwith give notice thereof to his ſaid maſter;
ſhall not (inordinately) embezle or waſte the goods of his ſaid maſ-
r, nor lend them without his conſent to any perſon or perſons whatſo-
er; he ſhall not traffic, or buy or ſell with his own goods, or others
uring the ſaid term, without his maſter's leave; he ſhall not play at
rds, dice, or any other unlawful games, *(ſometimes it is ſaid here,*
hereby his ſaid maſter may ſuſtain any loſs or damage, without his con-
nt;) he ſhall not haunt or frequent playhouſes, taverns or alehouſes,
cept it be about his maſter's buſineſs there to be done; he ſhall not
mmit fornication; he ſhall not contract matrimony; he ſhall not at
y time, day or night, depart or abſent himſelf from the ſervice of his
d maſter without his leave, *But* in all things, as a good and faithful
prentice, ſhall and will demean and behave himſelf to his ſaid maſter,
d all his, during the ſaid term. *And* for and in conſideration of the
n of ——— of, &c. to him in hand, &c. at, &c. the ſaid *R. J.* the
ceipt, &c. for himſelf, his, &c. doth covenant, promiſe and agree, to
ch and inſtruct his ſaid apprentice, or otherwiſe cauſe him to be well
d ſufficiently taught and inſtructed in the ſaid trade of a ——— after
beſt way and manner that he can; *And* ſhall and will alſo find and
ow unto his ſaid apprentice meat, drink, waſhing, lodging and appa-
, both linen and woollen, and all other neceſſaries in ſickneſs and in
lth, meet and convenient for ſuch an apprentice during the term afore-
d; *And* at the expiration of the ſaid term ſhall and will give to his ſaid
prentice (over and above his then clothing) one new ſuit of apparel,
. coat, waiſtcoat and breeches, hat, ſhoes and ſtockings, with fit and
table linen for ſuch an apprentice. *In witneſs*, &c.

The term of years.

Behaviour of the apprentice.

Maſter's duty, viz. to teach his trade,

to find victuals, drink and cloaths.

What ſhall be given to the apprentice at the end of the term.

(*a*) *Here ſometimes it may be requiſite to ſay*, As well in *England* as in
ts beyond the ſea.
(*b*) *In ſome old indentures theſe words are inſerted*, To the value of 12*d.*
the year, or above.

Or

Or there may be theſe Variations.

AND *alſo* at the end of the ſaid term ſhall give and allow unto his ſaid apprentice double apparel to and for his body meet and convenient, *viz.* apparel for holidays, and apparel for working days.

——— Finding unto his ſaid apprentice meat, &c. and all things neceſſary or belonging to an apprentice of ſuch craft, (*trade*) to be found after the manner and cuſtom of the city of *London*.

An Indenture of an Apprentice put out by a Pariſh.

Parties. THIS *Indenture* made the, &c. *Between R. C.* and *C. R.* church-wardens of the pariſh of *B.* in the county of *S* and *J. F.* and *F. J.* overſeers of the poor of the ſame pariſh of *B.* of the one part, and *R. R.* of, &c. of the other part, *Witneſſeth*, That the ſaid church-wardens and overſeers, by the aſſent of his majeſty's juſtices of the peace of ſaid county, whoſe hands and ſeals are hereunto put, according to the ſtatute for the relief of the poor in that caſe made and provided, (*or ſo*, according to the form of the ſtatute made in the 43d year of the reign of the late queen *Elizabeth*, intitled, *An act for the relief of the poor*) *Have* put out and bound *L. A.* a poor child of the ſaid pariſh of *B.* now of the age of —— years, apprentice to the ſaid *R. R.* until the ſaid *L. A.* ſhall come to the age of 24 years; *During* all which ſaid term the ſaid apprentice ſhall and will well and faithfully ſerve, &c. (*as before in the common form.*) *And alſo during* all the ſaid term the ſaid maſter for himſelf, his executors, adminiſtrators and aſſigns, doth covenant and grant to keep the ſaid apprentice in good and decent order, with neceſſary and competent meat, drink, waſhing, lodging and apparel, and in honeſt and convenient * labour ſhall uſe and employ him, or cauſe him to be uſed and employed during the ſaid term; *And* at the end of the ſaid term ſhall give his ſaid apprentice double apparel. *In witneſs*, &c.

Juſtices aſſent.

Apprentice's behaviour.

Maſter's duty.

Or the Form may be varied thus:

——— Faithfully ſhall ſerve in all lawful buſineſs, according to his (*or* her) power and ability, and honeſtly, orderly and obediently in all things demean and behave him (*or* her) ſelf towards his (*or* her) ſaid maſter, &c. And the ſaid (*maſter*) doth covenant, &c. to and with the ſaid church-wardens and overſeers, and their ſucceſſors for the time being, and every of them, by, &c. that he the ſaid (*maſter*) ſhall and

* This is where the apprentice is put to an huſbandman, or a perſon of no trade; but if he is put out to learn a trade, ſay as in the foregoing indenture, as to the maſter's duty.

will

will teach, &c. and ſhall, &c. find, &c. *And alſo* ſhall and will provide for the ſaid apprentice, that he (ſhe) may not be any ways a charge or chargeable to the ſaid pariſh, or pariſhioners of the ſame; but of and from all charges concerning him (her) ſhall and will ſave the ſaid pariſh and pariſhioners harmleſs and indemnified during the ſaid term. Indemnity of the pariſh.

And this may be added.

AND *further* ſhall and will, at his and their own charge, at the end of the ſaid term of —— years, make, or cauſe the ſaid apprentice to be made free of the city of *L.* and company of, &c.

An Indenture whereby an Apprentice is put out, by his Guardian's Conſent, to an Apothecary and Surgeon, wherein are contained ſeveral ſpecial Agreements, as to finding Phyſic, Cloaths, &c. paying Phyſicians and Nurſes, attending Hoſpitals, making good Embezlements, and a Proviſion in caſe of the Maſter's Death.

Articles of Agreement, Tripartite, indented, &c. *Between W T.* of, &c. Surgeon and Apothecary, of the firſt Part, *J. L.* (Son of *R. L.* late of *S.* Clerk, deceaſed) of the ſecond Part, and *J. R.* of, &c. Gent. (Guardian of the ſaid *J. L.*) of the third Part, in Manner as follows, (that is to ſay,)

THE ſaid *J. L.* (by and with the conſent of the ſaid *J. R.*) *Doth* hereby put and bind himſelf to the ſaid *W. T.* as an apprentice, him to ſerve in his art, myſtery or buſineſs of a ſurgeon and apothecary, from the day of the date hereof, for and during and until the full end and term of ſeven years from thence next enſuing; *And* that he the ſaid *J. L.* during all the ſaid term, his maſter the ſaid *W. T.* ſhall truly ſerve in the art aforeſaid, his ſecrets keep, and ſhall do no damage to his ſaid maſter, nor knowingly ſuffer the ſame to be done by any other perſon or perſons whatſoever, without giving notice thereof to his ſaid maſter, nor ſhall lend, or any ways embezle any of his ſaid maſter's monies or goods, either by himſelf, or to any other perſon or perſons whomſoever, without the conſent of his ſaid maſter; and that he the ſaid *J. L.* during all the ſaid term of ſeven years, ſhall and will diligently and honeſtly ſerve his ſaid maſter, and ſhall not at any time during the ſaid term, (without his ſaid maſter's conſent) abſent himſelf either by day or by night from the ſervice of his ſaid maſter, but during all the ſaid term his ſaid maſter's lawful commands, to the utmoſt of his power, ſhall willingly do, obey and perform; and that in all reſpects as an honeſt and faithful apprentice ought to do and perform. *And* the ſaid *W. T.* (in conſideration of ſuch apprenticeſhip, and alſo of the ſum of, &c. to him in hand, &c. by the ſaid *J. R.* at, &c. the receipt, &c.) *Doth* hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *J. L.* and *J. R.* their executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, (that

Apprentice put out.

His behaviour.

Maſter's duty in teaching the buſineſs,

is to ſay,) That the ſaid *W. T.* according to the beſt of his power, ſkill and knowledge, ſhall and will, during the ſaid term, teach and inſtruct, or cauſe to be taught and inſtructed, the ſaid *J. L.* in the art, myſtery, trade, and buſineſs of a ſurgeon and an apothecary, and in all things whatſoever incident and belonging thereunto, in ſuch manner as he the ſaid *W. T.* now, or at any time hereafter during the ſaid term of ſeven years, ſhall uſe, practiſe, teach or deal in the ſame: *And alſo*, That he the ſaid *W. T.* during all the ſaid term, ſhall and will find, provide and allow to him the ſaid *J. L.* good and ſufficient meat, drink, waſhing and lodging fit for an apprentice; *And alſo*, in caſe of ſickneſs, proper phyſic for him the ſaid *J. L.* and all other proper neceſſaries during ſuch ſickneſs, (*The* charges as to phyſicians and nurſing during ſuch ſickneſs, and all manner of cloathing and apparel, and all ſorts of mending thereof during the ſaid term of ſeven years, only and always excepted, the ſame being agreed to be found, paid for and provided by the ſaid *J. L.* and *J. R.* or one of them during the ſaid term in ſuch manner as hereinafter is for that purpoſe mentioned; *And further*, That he the ſaid *W. T.* ſhall and will permit and allow him the ſaid *J. L.* during the laſt year of his ſaid apprenticeſhip, to have free liberty four days in every week thereof, and at the uſual hours for that purpoſe, to reſort to and go to St. *Thomas's* hoſpital, or any other hoſpital, for the further and better inſtructing and improving himſelf in the ſaid art, myſtery and buſineſs of a ſurgeon; *Provided* and ſo as the ſaid *W. T.* ſhall be at no manner of charges or expence for his the ſaid *J. L.* ſo doing; *And* the ſaid *J. R.* guardian of the ſaid *J. L.* *Doth* hereby for himſelf, his executors and adminiſtrators, covenant to and with the ſaid *W. T.* his executors, adminiſtrators and aſſigns, in manner as follows, (viz.) That he the ſaid *J. L.* ſhall and will honeſtly and faithfully ſerve his apprenticeſhip of ſeven years, in manner aforeſaid, unto the ſaid *W. T.* in caſe they the ſaid *W. T.* and *J. L.* ſhall both ſo long live; *And that* he the ſaid *J. R.* his executors or adminiſtrators, during all the ſaid term, ſhall and will, at his and their own charge, find and provide him the ſaid *J. L.* with all manner of cloathing and apparel of what nature ſoever, *and alſo* with mending the ſame; *and likewiſe* in caſe of any ſickneſs of him the ſaid *J. L.* during the time aforeſaid, that then he the ſaid *J. R.* his executors or adminiſtrators, ſhall pay and diſcharge all doctors fees, and alſo all nurſes wages, to be occaſioned by ſuch ſickneſs; *And further*, that in caſe he the ſaid *J. L.* ſhall at any time, during his ſaid apprenticeſhip, wilfully embezle any of the monies or goods of him the ſaid *W. T.* that then and in ſuch caſe he the ſaid *J. R.* his executors or adminiſtrators, (upon due and good proof made thereof) and within one month after the ſame ſo done, ſhall and will pay, ſatisfy and make good unto him the ſaid *W. T.* his executors and aſſigns, all ſuch monies and goods as ſhall be by him the ſaid *J. L.* ſo embezled as aforeſaid; *And it is hereby mutually agreed and declared* by and between the parties to theſe preſents, That in caſe the ſaid *W. T.* ſhall happen to die before the end of the apprenticeſhip of the ſaid *J. L.* that then and in ſuch caſe, the executors or adminiſtrators of him the ſaid *W. T.* within —— next after his death, ſhall and will find and provide another new proper maſter (being a ſurgeon and apothecary), and ſhall at their charge turn over the ſaid *J. L.* to ſuch new maſter, for the reſidue of his term of apprenticeſhip; and in default of his, her or their ſo doing, that then the

finding meat, &c.

and phyſic; the charges of phyſicians and nurſes, &c. excepted.

Liberty for the apprentice to attend an hoſpital, but not at his maſter's expence.

The guardian's covenant for the faithful ſervice, finding cloaths, &c.

paying phyſicians and nurſes.

Making good imbeziements.

Agreement, that if the maſter dies, his executors or adminiſtrators to find another maſter.

he executors or adminiſtrators of the ſaid *W. T.* ſhall and will repay nto the ſaid *J. R.* his executors or adminiſtrators, the ſum of ——, art of the ſaid ſum of ——— *l.* ſo by him paid as aforeſaid, within the pace of ——— next after the death of the ſaid *W. T.* *And laſtly*, for he true performance of the ſeveral covenants and agreements herein be- ore mentioned and contained, on the reſpective parts of each of them he ſaid *J. L. W. T.* and *J. R.* to be ſerved, taught, paid, doneand per- ormed, in manner as above mentioned, they the ſaid *W. T. J. L* and *J. R.* do hereby bind themſelves unto each other, and to the executors, dminiſtrators and aſſigns of each other, in the penal ſum of 50*l.* of, &c. firmly by theſe preſents. *In witneſs* whereof, all the ſaid parties ave, &c.

or return part of the conſide- ration money.

Penalty.

nother, whereby a Father puts his Son to a Painter, the Father to find the Son every Thing; the Maſter only teach the Son his Trade, and permit him to go to the Academy.

THIS *Indenture* made, &c. *Between A.* of, &c. and *B.* his ſon, of the one part, and *C.* of, &c. of the other part, *Witneſſeth*, that he ſaid *B.* with the conſent and agreement of his father the ſaid *A.* ertified by, &c. doth bind himſelf apprentice unto the ſaid *C.* after the anner of an apprentice, to ſerve him the ſaid *C.* for the term of —— ears, from, &c. to be accounted and fully compleat and ended; *Dur-* y which term the ſaid apprentice or ſervant ſhall and will conſtantly at ll times attend the ſervice, and employ himſelf in the buſineſs of his ſaid aſter from the hour of ſeven o'clock in the morning until the hour of ight at night, from *Lady-day* to *Michaelmas*, and from the hour of ight of the clock in the morning, until the hour of ſeven of the clock at ight, from *Michaelmas* to *Lady-day*, in every year; *And* ſhall and will ering the ſaid time faithfully ſerve, &c. (*as uſual.*) *And* the ſaid *A.* or himſelf, his executors and adminiſtrators, doth covenant, promiſe nd agree to and with the ſaid *C.* his executors and adminiſtrators, s followeth, (that is to ſay,) That he the ſaid *A.* his executors and dminiſtrators, ſhall and will find, provide and allow unto and for the ſaid *B.* his ſon, meat, drink, waſhing and lodging, and wearing ap- arel, both linen and woollen, during the ſaid term of his apprentice- hip, and thereof and therefrom, and from all actions, ſuits, coſts, harges and damages, for or by reaſon thereof, ſhall and will well nd ſufficiently keep harmleſs and indemnified the ſaid *C.* his exe- utors and adminiſtrators; any law, cuſtom or uſage to the contrary otwithſtanding. *And* the ſaid *C.* in conſideration of the ſaid ſervice to e performed as aforeſaid, and of —— *l.* &c. to him in hand, &c. by he ſaid *A.* the receipt of, &c. and of —— *l.* more, ſecured to be paid im by the ſaid *A.* by obligation under his hand and ſeal, bearing date, &c. doth hereby for himſelf, his executors and adminiſtrators, covenant nd agree to and with the ſaid *A.* his executors and adminiſtrators, that e the ſaid *C.* ſhall and will teach and inſtruct, or cauſe the ſaid *B.* to e, &c. in the art of drawing, deſigning and painting, which he now feth, by the beſt means that he can; *And* ſhall and will, for the better mproving the ſaid apprentice, at the expiration of the firſt —— years f his apprenticeſhip, permit and ſuffer him at proper and convenient times

At what hour to work and to leave off.

Covenant that the father ſhall find his ſon meat, drink, waſhing, lodg- ing and wear- ing apparel, and indemnify the matter therefrom.

The maſter to permit him to go to the aca- demy, at the father's charge.

times to go to the academy, the ſaid *A.* paying for his teaching and inſtructing there; and for the true performance, &c. *In witneſs*, &c.

Agreement to teach a Girl the Trade of a Millener or Seamſtreſs [illegible] —— *Months, in Conſideration whereof a Friend of the Girl is to* [illegible] *ſeveral Sums at ſeveral Times; the Girl to have the Benefit of her Work; wherein are alſo Agreements in Caſe of Sickneſs, Death, and ſerving a Journey woman.*

Agreed, &c. *Between M. W.* of, &c. Millener or Seamſtreſs, of [illegible] one Part, and *J. B.* of, &c. for and on the Behalf of *E. W.* Daughter of *A. W.* deceaſed, and the ſaid *E. W.* of the other Part, as followeth, (that is to ſay,)

Covenant to teach the girl within —— months,

THE ſaid *M. W.* as well in conſideration of the ſum of —— *l.* to [illegible] paid as hereunder is mentioned, as for the other conſiderations hereunder mentioned, doth hereby covenant and agree to and with the ſaid *J. B.* his executors, adminiſtrators and aſſigns, that ſhe the ſaid *M. W.* ſhall and will, within the time and ſpace of —— months from the date hereof to be accounted, if ſhe the ſaid *M. W.* ſhall ſo long live, teach and inſtruct, or cauſe the ſaid *E. W.* to be taught and inſtructed by the beſt means ſhe can, in her trade of making all ſorts of plain works, hoods, ſcarfs, gowns and petticoats, and all other things belonging to the trade which ſhe now uſeth; and will alſo find and provide unto and for the ſaid *E. W.* all her diet, waſhing and lodging, during the ſaid —— months. *In conſideration* whereof, the ſaid *J. B.* doth agree to pay the ſaid *M. W.* the ſum of —— at ſealing hereof, and the further ſum of —— *l.* as followeth, *viz.* —— *l.* thereof on —— next, —— *l.* more on —— then next following, and the remaining —— *l.* on —— then next following: *And* the ſaid *J. B.* doth [illegible] wiſe covenant and agree to and with the ſaid *M. W.* That ſhe the ſaid *E. W.* ſhall dwell with and ſerve the ſaid *M. W.* in her ſaid trade during the ſaid —— months; which the ſaid *E. W.* doth hereby conſent and agree to do accordingly, (teſtified by her being a party to, and ſigning and ſealing hereof;) and that ſhe the ſaid *M. W.* ſhall have the benefit of her ſaid work during the ſaid time. *And it is hereby further declared* and agreed between the ſaid *J. B.* and *M. W.* for themſelves, their executors and adminiſtrators, that in caſe the ſaid *E. W.* ſhall happen to fall ſick, at any time during the ſaid —— months, yet the ſaid *M. W.* is to be at no charge of phyſic, medicines, or other extraordinary charges whatſoever; and if the ſaid *E. W.* dies within the ſaid time, the ſaid *M. W.* is not to bear her charge of the funeral, or any part thereof; and in ſuch caſe of her death within the ſaid time, and the ſaid ſum of —— *l.* or any part thereof, ſhall remain unpaid, yet the ſame is nevertheleſs to be paid to the ſaid *M. W.* her executors or aſſigns, in manner as aforeſaid; but if the ſaid *M. W.* ſhall die at any time before the ſaid —— *l.* ſhall become payable as aforeſaid, in ſuch caſe a proportionable part of the monies which would be payable the following quarter-day ſhall be paid to her executors or adminiſtrators; any thing aforeſaid, &c. *And laſtly*, it is agreed between the ſaid parties, that the ſaid *M. W.* doth

and find her meat, &c.

Covenant to pay the miſtreſs ſeveral ſums at ſeveral times; and to ſerve the time; and that the girl ſhall have the benefit of her work.

Agreement that, if the girl falls ſick, her miſtreſs is not to find phyſic, &c. nor if ſhe dies pay funeral expences; and if any of the conſideration money be unpaid at her death, which is payable, the ſame to be paid, &c.

Agreement to be a journey-woman after the term.

h hereby covenant and agree to and with the ſaid *J. B.* That if the *E. W.* ſhall be in health at the expiration of the ſaid —— months, the ſaid *M. W.* will employ the ſaid *E. W.* in her ſaid trade as a ney-woman for —— months longer, and find and provide her with ; and lodging, and pay her —— *l.* by equal quarterly payments. *witneſs*, &c.

Another to a Maſter and Miſtreſs, ſhe being a Millener or Seamſtreſs.

THIS *Indenture*, &c. *witneſſeth*, that *A.* daughter of, &c. doth put, &c. to *B.* of, &c. and *C.* his wife, to learn the art of a ſeamſtreſs, of making all ſorts of plain work, and the art and trade of ſelling linen, and of a millener, which the ſaid *C.* his wife now uſeth, &c. *in common indentures.*) *And* the ſaid maſter and miſtreſs do agree, the ſaid miſtreſs ſhall and will teach, &c.

Indenture for an Apprentice to learn the Art of Blowing and Finiſhing of Glaſs, wherein the Maſter agrees to pay the Apprentice a certain Sum per Week, to find himſelf all Neceſſaries.

—— To ſerve after the manner of an apprentice unto *C.* of, &c. r near, &c. or elſewhere, in or about the city of *L.* from, &c. un- &c. *During*, &c. *And* the ſaid maſter doth hereby agree, that he and will cauſe his ſaid apprentice to be inſtructed in the art of blow- and finiſhing of crown glaſs and *Normandy* glaſs, and of making look- glaſs plates, if he the ſaid *C.* have or keep works for making ſuch es, in or about the ſaid city of *L.* during the ſaid term; *And* ſhall will alſo truly pay, or cauſe to be paid, unto his ſaid apprentice the of, &c. *per* week, to find and provide himſelf with diet, lodging apparel during the ſaid term, &c.

Indenture of Apprenticeſhip to a Mariner, the Apprentice to go in ſuch Ships as the Maſter ſhall appoint.

THIS *Indenture witneſſeth*, That *A.* ſon of *B.* of, &c. doth bind him- ſelf apprentice unto *C.* of, &c. after the manner of an apprentice to e him the ſaid *C.* and ſuch other perſon or perſons in the navigation ny ſhip or veſſel, as the ſaid *C.* ſhall order and appoint, for the term —— years from, &c. to be accounted and fully to be compleat ended: *During* which ſaid term the ſaid apprentice ſhall and will hfully ſerve the ſaid *C.* and do and perform all ſuch ſervice and buſi- , as well at ſea on board any ſhips or veſſels which ſhall belong, or mployed in the ſervice of the ſaid *C.* and with and under ſuch perſon erſons as he ſhall from time to time order and appoint, or otherwiſe, he occaſions of the ſaid *C.* ſhall require; and ſhall and will obey all ful commands of his ſaid maſter, and ſuch other perſon or perſons whom he ſhall from time to time order and appoint him to ſerve; go in any ſhip or veſſel, and diligently and carefully demean and

behave himſelf towards him and them :- *He* ſhall not do, or willingly ſuf-
fer to be done by others, any hurt, prejudice or damage to the g
merchandizes, or other affairs of his ſaid maſter, or any other
whom he ſhall be appointed to ſerve as aforeſaid, but the ſame, t
utmoſt of his power, ſhall hinder, or him or them thereof forth
warn ; *He* ſhall not abſent himſelf from the ſaid ſervice by day or
unlawfully, but in all things as a good and faithful apprentice he
bear and behave himſelf towards his ſaid maſter, and ſuch perſon
perſons with whom he ſhall order him from time to time to ſer
aforeſaid, during the ſaid term: *And* the ſaid maſter his ſai
prentice ſhall and will cauſe to be taught and inſtructed in
or buſineſs of a ſailor, ſo far as ſhall be neceſſary as to the
ages wherein he ſhall be employed; *And* ſhall and will find and
unto and for his ſaid apprenticeſhip meet and ſufficient meat, drin
In witneſs, &c.

*An Agreement between a Merchant and his Apprentice's Father. The
ther covenants for his Son's Fidelity*, &c.

Articles of Agreement, &c. *Between J. F.* and *R. C.* and *D. C.*

WHEREAS the ſaid *J. F.* the day of the date hereof, in
deration of the affection which he beareth to the ſaid *R.*
contented and agreed to take the ſaid *R. C.* to be his ſervant or ap
tice in merchandizing affairs, and accordingly to employ him there
well in parts beyond ſeas, as in the kingdom of *Great Britain*,
the ſaid *J. F.* ſhall or may hereafter, or now hath trading and de
for the ſpace of ſeven years, to commence from the day of the d
theſe preſents: *And hereupon* the ſaid *D. C.* father of the ſaid *R.*
doth covenant and grant for himſelf, his executors, adminiſtrators
aſſigns, to and with the ſaid *J. F.* his executors, adminiſtrators
aſſigns, that the ſaid *R. C.* his ſon ſhall and will, during the ſaid
(if he ſo long live) well, diligently and faithfully, to the utmoſt
power and ſkill, ſerve him the ſaid *J. F.* in his trade of merchan
and other his affairs, in ſuch place and places as the ſaid *J. F.*
think fit to appoint ; and that the ſaid *R. C.* at all times hereafter
ing the ſaid term, ſhall receive and take into his charge and cu
ſuch goods and merchandizes whatſoever, as by or for the uſe
count of the ſaid *J. F.* ſhall be conſigned or ſent to him the ſaid
and alſo ſell, utter and diſpoſe of the ſame goods and merchan
the beſt profit he can for the ſaid *J. F.* his executors, adminiſtra
aſſigns ; and ſhall alſo at all times during the ſaid term follow
form the advice, direction and orders of him the ſaid *J. F.* which
by letters or otherwiſe be ſent, given or made known to him the ſa
C. about or concerning the factory or merchandize aforeſaid; and
that he the ſaid *R. C.* ſhall at the charge of the ſaid *J. S.* his, &c.
vide and keep in due order books of account concerning the ſaid co
ments as aforeſaid, according to the cuſtom of merchants in ſuch
and ſhall deal juſtly, truly and faithfully to and with the ſaid *J. F.*
&c. in all and every of his accounts, reckonings, bargains and de

elating to and concerning his ſaid employment, and ſhall conſtantly, ace in ſix months, during the term aforeſaid, tranſmit and ſend unto e ſaid *J. F*, his, &c. true accounts of all the buſineſs and dealings of e ſaid *R. C.* in the premiſſes, and ſhall alſo ſend letters of advice to e ſaid *J. F.* his, &c. as often as he conveniently can, of ſuch matters d occurrences wherewith it ſhall be proper and expedient that the ſaid *F.* his, &c. be acquainted; and ſhall alſo return and come into *Eng-id*, and bring all his books of accounts with him, whenever he ſhall be quired ſo to do by the ſaid *J. F.* his, &c. And that the ſaid *R. C.* ll from time to time, upon reaſonable requeſt made, ſhew forth all his oks of account concerning all his dealings aforeſaid, and make and ve unto the ſaid *J. F.* his, &c. a juſt, true and perfect account in ting, of, for and concerning all and every ſuch goods, wares, mo-y, debts and merchandizes whatſoever, as well of the ſaid *J. F.* as tly with any other, which ſhall hereafter come to the hands and rge or factory of him the ſaid *R. C.* or for which he the ſaid *R. C.* uld or ought to be accountable unto the ſaid *J. F.* his executors, ad-niſtrators or aſſigns: *And* moreover, That he the ſaid *R. C.* ſhall thin one month next after ſuch account made and given in, well d truly ſatisfy, pay and deliver to the ſaid *J. F.* his executors, miniſtrators or aſſigns, all and every ſuch wares, money, goods, bts and merchmdizes, and other things whatſoever, as by or on the foot of the ſaid account ſhall appear to be, and be found e to him the ſaid *J. F.* his executors, adminiſtrators or aſſigns, or from the ſaid *R. C.* (*You may add concerning his maintenance*, bles, &c.)

Indenture of Apprenticeſhip to two Merchants, Partners, to go beyond Sea, to live with their Factor there.

THIS *Indenture witneſſeth*, That *A.* ſon of *B. A.* late of, &c. de-ceaſed, doth bind himſelf apprentice unto *C.* of, &c. merchant, r the manner of an apprentice, to ſerve him the ſaid *C.* for the term ——— years from the date hereof to be accounted; *in the buſineſs in tnerſhip between him and* D. *of*, &c. *in their factory at* Maryland *or* rginia, *beyond the ſeas*; and to do and perform all ſuch ſervice and bu-s in their ſaid factories, as *E.* their factor ſhall require and appoint to do about their affairs and buſineſs; and in caſe of the death of ſaid *E.* in ſuch other factory as they ſhall order and appoint him to, eſs they the ſaid *C.* and *D.* ſhall at ſuch time think him fit to under-e conſignments from them immediately or directly, and ſhall require to manage and give account of the ſame; during which term ſaid apprentice or ſervant ſhall and will faithfully ſerve, and be juſt true to his ſaid maſter and partner in all things whatſoever, con-ming their eſtates, goods, effects and affairs; and keep his and their rets, and obey all lawful commands of his ſaid maſter, and demean nſelf diligently, carefully, and with a peaceable behaviour towards factors or agents of the ſaid *C.* and *D.* in obſerving and perform-g orders and inſtructions relating to their affairs and buſineſs to the ut-oſt of his power, for their moſt profit and advantage; he ſhall not do,

or willingly ſuffer to be done by others, any hurt, prejudice or damage to his ſaid maſter, or to the goods, eſtate and affairs of him and his ſaid partner or otherwiſe, but the ſame to his power ſhall hinder, or his ſaid maſter and partner, or their factors, thereof ſhall forthwith warn; and ſhall and will likewiſe diſcover and make known to his ſaid maſter and partner any deſigns which ſhall come to his knowledge, tending to their damage or diſadvantage; he ſhall not abſent himſelf from his ſaid ſervice day or night unlawfully, but in all things, &c. *And* the ſaid maſter, &c. ſhall and will cauſe him to be taught and inſtructed in the buſineſs of a merchant which he now uſes in *Maryland*; *And* ſhall and will find, &c.

Agreement that an Apprentice ſhall be at his Liberty to leave his Maſter the End of five Years, and the Maſter to make him Free, notwithſtanding his Indentures of Apprenticeſhip for ſeven Years.

Articles of Agreement indented, &c. *Between J. H.* of the one Part and *J. S.* of the other Part, as followeth, that is to ſay.

Recital of indentures of apprenticeſhip.

WHEREAS *T. N.* ſon of *D. N.* late of, &c. by indentures of apprenticeſhip, bearing date the, &c. hath bound himſelf apprentice unto the ſaid *J. S.* for ſeven years from the date thereof, as there may appear: *Now theſe preſents witneſs*, That the ſaid *J. S.* for himſelf, his executors, adminiſtrators and aſſigns, in purſuance of an agreement between him and the ſaid *J. H.* before ſealing the ſaid indentures, doth covenant, promiſe and agree, to and with the ſaid *J. H.* his executors and adminiſtrators, that the ſaid *J. S.* his executors and adminiſtrators, ſhall and will permit and ſuffer the ſaid *T. N.* the apprentice, if he thinks fit, and requires it, at the expiration of the firſt five years of the ſaid term of his apprenticeſhip, freely to depart from, and leave the ſervice of him the ſaid *J. S.* his executors and adminiſtrators and uſe and employ the remaining two years thereof to his own benefit and advantage, where, and as he ſhall think fit, without any let, hinderance or moleſtation of or by the ſaid *J. S.* his executors or adminiſtrators; the ſaid indentures, or any thing therein contained to the contrary notwithſtanding: *And* that the ſaid *J. S.* his executors and adminiſtrators will, notwithſtanding, at the expiration of the ſaid ſeven years cauſe or procure the ſaid *T. N.* to be made a freeman of the city of *C.* and company of *C.* as if he had actually ſerved the full term of ſeven years: *And* the ſaid *J. H.* purſuant to his agreement with the ſaid *J. S.* before ſealing the ſaid indentures, doth for himſelf, his executors and adminiſtrators, covenant and agree, to and with the ſaid *J. S.* his executors and adminiſtrators, that if he the ſaid *T. N.* ſhall leave the ſervice of the ſaid *J. S.* at the end of the ſaid five years, that then, and in conſideration thereof, and of the ſaid remaining two years ſervice, he will pay, or cauſe to be paid, to the ſaid *J. S.* his executors, adminiſtrators or aſſigns, the ſum of —— *l.* of lawful, &c. immediately on ſuch the ſaid *T. N.*'s leaving the ſervice of the ſaid *J. S.* as aforeſaid. *In witneſs*, &c.

Covenant that the maſter ſhall permit the apprentice to leave him at the end of five years, and to make the apprentice free;

And that if the apprentice leaves him then he ſhall pay his maſter a ſum of money.

Agreement

reement that if an Apprentice has not his Health he ſhall be at Liberty to come away from his Maſter, and the Indentures be cancelled.

WHEREAS *R. D.* ſon of *R. D.* of, &c. by his indentures of apprenticeſhip, &c. *And whereas* the ſaid *R. D.* the father, th on the day of the date hereof, paid unto the ſaid *T. S.* the ſum of —*l.* in conſideration of his taking his ſon to be his apprentice for e reſidue of the ſaid term of his apprenticeſhip: *Now it is hereby lared* and agreed by and between the ſaid *T. S.* and *R. D.* the ber, and the ſaid *T. S.* doth hereby covenant and agree for him-f, his executors, adminiſtrators and aſſigns, to and with the ſaid *D.* ſenior, his executors or adminiſtrators, that in caſe the ſaid *D.* the apprentice ſhall not have his health during the firſt two rs of his ſaid intended ſervice with the ſaid *T. S.* and for the aining time of his ſaid apprenticeſhip, the ſaid *R. D.* the fa-r, his executors or adminiſtrators, ſhall requeſt the ſaid *T. S.* to fer his ſaid ſon to depart from and leave his ſaid ſervice, and diſcharge him therefrom: In ſuch caſe, and at ſuch his, or ir requeſt, the ſaid *T. S.* his executors, adminiſtrators or aſſigns, ll accordingly permit and ſuffer the ſaid *R. D.* the apprentice to part from and leave his ſaid ſervice; and will alſo diſcharge him refrom, and from the ſaid indentures of apprenticeſhip, and deliver that part which is under the hand and ſeal of the ſaid *R. D.* the , to be cancelled; he at the ſame time delivering up to the ſaid *S.* that part of the ſaid indentures, which is under the hand d ſeal of the ſaid *T. S.* to be likewiſe cancelled, and the ſaid *R.* the father, and *R. D.* the ſon then diſcharging, and he the ſaid *D.* the father then indemnifying and ſaving harmleſs the ſaid *T. S.* executors, adminiſtrators and aſſigns, from the covenants and agree-nts in the ſaid indentures contained, on the maſter's part, to be rformed, and from all actions, ſuits, coſts, charges and payments or concerning the ſame in ſuch manner as the counſel of the d *T. S.* ſhall reaſonably adviſe or require: *And* in ſuch caſe it is o agree, that the ſaid *T. S.* ſhall be allowed out of the ſaid —— *l.* paid by the ſaid *R. D.* the father, as aforeſaid, at the rate of —— *l.* *ann.* for all, or for ſuch part of the ſaid two firſt years, which ſhall tarry with the ſaid *T. S.* and until ſuch his diſcharge from ſaid ſervice, for or by reaſon of ſuch his want of health, as afore-d. *In witneſs*, &c.

Agreement

Agreement between a Father and Maſter, to find an Apprentice Cloaths and to return Part of the Money, if he dies in a certain Time

Agreed, &c. *Between B. K.* of the one Part, and *T. G.* of the other Part, *viz.*

WHEREAS, &c. *(Recite as in the laſt.) Now*, &c. The ſaid *T. G.* for himſelf, &c. doth covenant, &c. that he the ſaid *G.* his executors and adminiſtrators ſhall and will, during the ſaid term of ſeven years, at his own charge, find, provide and allow unto and the ſaid *F. K.* ſhoes, ſtockings, and frocks: *And further*, that if ſaid *F. K.* ſhall happen to depart this life at any time within, or the expiration of one year and a day, to be accounted from the hereof, he the ſaid *T. G.* his executors or adminiſtrators, ſhall and return and repay unto the ſaid *B. K.* his executors or adminiſtr —— *l.* of the ſaid —— *l.* paid by him the ſaid *B. K.* as aforeſaid: the ſaid *B. K.* doth hereby for himſelf, his executors and adminiſtr covenant and agree to and with the ſaid *T. G.* his executors and adminiſtrators, that he the ſaid *B. K.* his executors and adminiſtrators and will at his and their own charge find and provide unto and for ſaid *F. K.* his ſon during the ſaid term of his apprenticeſhip, all wearing apparel, both linen and woollen, except ſhoes, ſtockings frocks (which the ſaid *T. G.* is to provide him with as aforeſaid) thereof and therefrom ſhall and will acquit, diſcharge, indemnify ſave harmleſs the ſaid *T. G.* his executors and adminiſtrators; the indentures of apprenticeſhip, or any law or cuſtom to the contrary withſtanding. *In witneſs*, &c.

Agreement between the Father of an Apprentice and the Maſter (a Merchant) that after five Years is expired, the Apprentice ſhall go abroad as Factor, and have a Share of Profits, during the Reſidue of his Apprenticeſhip.

Articles of Agreement indented, &c. *Between R. K.* of, &c. of the Part, and *E. P.* of the other Part, as followeth, that is to ſay;

Recital of indentures of apprenticeſhip.

Money paid.

WHEREAS the ſaid *R. K.* hath taken *W. P.* ſon of the ſaid *E. P.* to be his apprentice in his trade and buſineſs of a merchant, for ſeven years, commencing from the ——— as by his indentures of apprenticeſhip, bearing date, &c. relation, &c. *And whereas* in conſideration of the ſaid *R. K.*'s taking the ſaid *W. P.* to be his apprentice, and of the ſeveral agreements, matters and things by and on the part of the ſaid *R. K.* to be done and performed as herein after is expreſſed, the ſaid *E. P.* hath, at or before ſealing hereof, paid unto the ſaid *R. K.* the ſum of —— *l.* the receipt, &c. *Now therefore theſe preſents witneſs*, that it is agreed by and between the ſaid parties to theſe preſents, and the ſaid *R. K.* for himſelf, his executors and adminiſtrators, in conſideration

consideration of the said sum of —— *l.* to to him paid as aforesaid, doth covenant, promise and agree to and with the said *E. P.* his executors, administrators and assigns by these presents, as followeth; (that is to say) That immediately after the expiration of five years of the said term of the said *W. P.*'s apprenticeship, or some time sooner, if an opportunity offers of placing him advantageously, he the said *R. K.* will with the consent and liking, and at the charge of the said *W. P.* send him abroad as a factor or merchant, to some place beyond the seas, where the said *R. K.* trades or corresponds; and that he shall be and go recommended by the said *R. K.* to the person who shall then be his factor or correspondent (if he shall then have any such) at the place to which he shall be so sent, with whom the said *W. P.* is to continue for the space of one year, from his arrival there, in order to learn the language of the place, and to qualify himself for business; and that during the said one year he shall be provided with necessary lodging and diet, at the charge of the said *R. K.* and that he the said *W. P.* shall immediately after the expiration of the said one year, be received, joined and taken in partnership with such person to whom he shall be so sent, and go recommended as aforesaid: *And* that as well during the then residue of the said term of his apprenticeship, as after the expiration thereof, he shall have, receive and enjoy one full moiety, or half part of the profits and advantages of factorage and commissions, arising by the trade and business of the said *R. K.* or any of his friends that he can recommend at such place whither he shall be so sent, according to the custom of the said place, during the time as the said person with whom he shall be so joined in partnership, and the said *W. P.* shall both continue in the said place: *And* in case such his partner shall leave the place, or that the said *R. K.* shall have no factor at the said place at the time of the said *W. P.*'s arrival there; that then after the expiration of the said one year from the arrival of the said *W. P.* at the place to which he shall be so sent as aforesaid, as well during the then residue of the said term of his apprenticeship, as after the expiration thereof, for so long as he shall continue at the place, and behave himself as he ought to do, and no other person shall be joined with him therein by the said *R. K.* (which he reserves a liberty to do, if he shall think fit,) he the said *W. P.* shall have and enjoy the whole profits and advantage of factorage or commissions arising by the trade and business of the said *R. K.* and any of his friends that he can recommend at such place whither he shall be so sent, according to the custom of the said place: *Provided* nevertheless, and it is declared and agreed by and between the said parties, that the said *R. K.* shall at any time or times have a liberty to join any other person in partnership with the said *W. P.* at the place to which he shall be so sent as aforesaid, in and for the one moiety of the profits of the said factorage or commissions arising there by the trade and business of the said *R. K.* or any of his friends that he can recommend as aforesaid, as he shall think fit during the said *W. P.*'s stay at the said place. *And it is hereby agreed* by and between the said parties, that from the expiration of the said one year after the arrival of the said *W. P.* at the place to which he shall be so sent as aforesaid, he is to maintain himself with his diet and lodging at his own charge: *And further*, that he the said *R. K.* will at his own charge, at any time after the expiration of the said term of seven years, upon the request of the said

Covenant that after five years the master will send the apprentice abroad as factor, &c.

And that he shall have a moiety of profits.

Master may join a partner with him.

Diet.

Freedom of companies.

Father of apprentice to pay duty on apprenticeſhip and find his ſon cloaths.

ſaid *W. P.* make or cauſe the ſaid *W. P.* to be made free of the *Levant*, *Muſcovia* and *Eaſtland* companies: *And* the ſaid *E. P.* for himſelf, his executors and adminiſtrators, doth hereby covenant and agree, to and with the ſaid *R. K.* his executors, adminiſtrators and aſſigns, that he the ſaid *E. P.* his executors and adminiſtrators, will at his own charge pay and diſcharge the duty or ſum of money charged, payable and to be paid by virtue of a late act of parliament for laying rates upon money given with clerks and appreatices, for and in reſpect of the ſaid ſum of ——— ſo paid to the ſaid *R. K.* as aforeſaid, and ſhall and will likewiſe, during the ſaid term of ſeven years, find and provide unto and for the ſaid *W. P.* all his wearing apparel whatſoever, and will indemnify the ſaid *R. K.* his executors and adminiſtrators therefrom, and from every of them. *And laſtly*, it is declared and agreed by and between the ſaid parties to theſe preſents, and the ſaid *R. K.* doth hereby for himſelf, his executors and adminiſtrators, covenant and agree to and with the ſaid *E. P.* his executors and adminiſtrators, that in caſe the ſaid *R. K.* ſhall happen to depart this life before the ſaid *W. P.* ſhall be ſent abroad as aforeſaid, and be actually ſettled in the buſineſs of the ſaid *R. K.* either in partnerſhip or by himſelf, ſo as to receive or be intitled to the profits thereof, or part thereof, in ſuch manner as before mentioned, that then and in ſuch caſe the executors or adminiſtrators of the ſaid *R. K.* ſhall and will return and repay unto the ſaid *E. P.* his executors, adminiſtrators or aſſigns —— of the ſaid —— ſo paid to the ſaid *R. K.* as aforeſaid, within ſix months after ſuch his deceaſe; but in caſe of the deceaſe of the ſaid *W. P.* at any time during the full term of his apprenticeſhip, the ſaid *R. K.* his executors or adminiſtrators is and are not to return and pay back the ſaid —— or any part thereof in any wiſe; any law or cuſtom to the contrary notwithſtanding. *In witneſs*, &c.

When conſideration-money to be repaid in caſe of death.

Agreement that an Apprentice ſhall have Liberty to occupy a Stock of his own, for the Reſidue of his Term, as a Recompence for his good Services.

THIS *Indenture* made, &c. *Between R. F.* on the one part, and *M. A.* of *L.* merchant, now apprentice of the ſaid *R.* on the other part, *Witneſſeth*, That the ſaid *R.* for the diligence, faith and true ſervice, which the ſaid *M.* intended to do to his ſaid maſter, during the full term of his apprenticeſhip, now for the time to come, hath and by theſe preſents giveth free licence and liberty unto the ſaid *M.* that the ſaid *M.* and his aſſigns, at all times during the time of his apprenticehood (apprenticeſhip) at his free will and pleaſure, as well on this ſide of the ſea as in the parts beyond the ſea, ſhall occupy merchandize, and employ a ſtock or ſum of 300*l.* with all the increaſe, gains or advantage that ſhall fortune to grow, come, riſe and increaſe, by reaſon of the uſe, profit and advantage of the ſaid *M.* *And* the ſaid *M.* covenanteth, &c. that the ſaid *M.* during the term of his apprenticehood (apprenticeſhip) ſhall not procure, make, aſſign nor conſtitute any perſon or perſons to be his factor, attorney or aſſigns on this ſide of the ſea, or in the parts beyond the ſeas, but only ſuch a perſon or perſons, being appren-

Conſideration.

Liberty for the apprentice to occupy merchandize, and employ a ſtock or ſum of 300*l.*

tice

e of the ſaid *R.* as his maſter ſhall name and aſſign for the ſaid ſtocks: d the ſaid *M.* covenanteth, &c. that he the ſaid *M.* or his aſſigns, ring the ſaid term of his apprenticehood (apprenticeſhip) ſhall not ſtow, merchandize, barter nor return his ſaid ſtock or ſum of 300*l.* r increaſe of the ſame, nor any part or parcel thereof, in or for any her wares and merchandizes, but only in and for ſuch wares and mer- andize as hereafter ſhall be rehearſed (mentioned), that is to ſay, rſt in pepper, fuſtians, &c. *Provided always*, and it is further agreed tween the ſaid parties to theſe preſents, That at ſuch time, and when the ſame *M.* or his aſſigns do not beſtow, employ, barter, nor re- n his ſaid ſtock of, &c. with the increaſe and gains thereof in ſuch es as is above expreſſed; that then it ſhall be lawful unto the ſaid , and his aſſigns, from time to time to deliver the ſaid ſtock, &c. and increaſe and gains thereof in exchange to any perſon or perſons, thout any let or contradiction to the ſaid *R.* his maſter or aſſigns: d *further*, the ſaid *M.* covenanteth, &c. that the ſaid *M.* at no time ring the time of his apprenticehood (apprenticeſhip) ſhall charge or d the ſaid *R.* his maſter or his aſſigns by any obligation or other rety to any perſon or perſons for any manner of debts, duties or cauſe, t only ſuch debts or duties as do concern only the buſineſs of the ſaid and that the ſame *M.* during the ſaid full term of his apprenticehood pprenticeſhip) now for to come, ſhall truly ſerve the ſaid *R.* his maſ- in all his commandments, to be faithful and honeſt, as well on this e of the ſea, as in the parts beyond the ſea, without fraud or delay; d *alſo* at no time during the ſaid term, ſhall uſe or play at any game games, &c. privately nor openly with any perſon or perſons for any n or ſums of money: *And* that the ſame *M.* during his ſaid term ll not commonly nor continually uſe nor have the company of any ht or evil diſpoſed woman or women of lewd converſation, nor d nor expend upon her or them any ſum or ſums of money in and r their daily findings of meat, drink, clothing, bedding nor other- e; and for the performance of all and every the covenants, &c. *witneſs*, &c.

Not to concern the ſaid *R.* the maſter by any obligation, or any manner of debts or ſurety to any perſon for any debt, but only ſuch as concerns the maſter's own buſineſs.

greement between a Mother and a Merchant, whereby, in Conſideration of a Sum paid, he agrees to take her Son as Servant for ſeven Years in a Factory, with proper Covenants to account, &c.

Articles, &c. *Between E. M.* of, &c. and *R. A.* of *London*, Merchant, &c.

WHEREAS the ſaid *E. M.* the day of the date hereof, hath freely given and delivered unto the ſaid *R. A.* the ſum of, &c. the intent and purpoſe that he the ſaid *R. A.* ſhall accept and take to his ſervice to be employed in merchandizing affairs, *W. M.* ſon of r the ſaid *E. M.* *In conſideration* whereof, but more eſpecially at her queſt, and of the affection that the ſaid *R. A.* beareth to the ſaid *W.* f. he the ſaid *R. A.* is contented and agrees to accept and take the id *W. M.* to be his ſervant in merchandizing affairs and other buſi- eſſes, and accordingly to employ him therein, not only in *England*, but

Merchant to take ſervant for ſeven years.

in

in the parts beyond the ſeas, where the ſaid *R. A.* now trades, &c. hereafter ſhall trade, and that for the term or ſpace of ſeven years, to be accounted from, &c. next enſuing the date of theſe preſents, &c. *And thereupon* the ſaid *E. M.* for herſelf, her executors and adminiſtrators, doth covenant and grant, to and with the ſaid *R. A.* his, &c. by theſe preſents, that the aforeſaid *W. M.* her ſon, ſhall during the ſaid term (if he ſo long live) well, diligently and faithfully, to the utmoſt of his power and ſkill, ſerve him the ſaid *R. A.* in the trade of merchandizing, and other his affairs at ſuch place or places, either beyond the ſeas, or on this ſide, where the ſaid *R. A.* ſhall deſign and appoint him, and without abſenting himſelf out of his ſervice or employment, or neglecting the ſame; *And* that he the ſaid *W. M.* at all times hereafter during the ſaid term, ſhall from time to time not only receive and take into his charge and cuſtody, all and every ſuch goods and merchandizes whatſoever, as by or for the uſe or account of the ſaid *R. A.* ſhall be conſigned or ſent to him the ſaid *W. M.* but alſo ſell, utter and diſpoſe of the ſame goods and merchandizes to the moſt profit he can for the ſaid *R. A.* his, &c. and ſhall alſo from time to time, and at all times during the ſaid term, follow and perform all and every ſuch direction, directions, orders and commiſſions, as the ſaid *R. A.* ſhall by letter or advice, or otherwiſe, give, ſend, or make known to him the ſaid *W. M.* in, about or concerning the factory or merchandizing aforeſaid. *And* alſo that he the ſaid *W. M.* ſhall at the charges of the ſaid *R. A.* his, &c. provide and keep in due orderly manner, books of account touching this ſaid employment in merchandizing as aforeſaid, according to the cuſtom of merchants in ſuch caſes uſed, and ſhall deal juſtly, truly, plainly and faithfully, to and with the ſaid *R. A.* his, &c. in all and every his accompts, reckonings, bargains, buying, ſelling, doings and dealings, in and about his ſaid employment in merchandizing as aforeſaid, and ſhall from time to time, once in every —— months or oftener, tranſmit and ſend unto the ſaid *R. A.* his, &c. true accompts and reckonings of all the buſineſſes and dealings of the ſaid *W. M.* in the premiſſes, and ſhall alſo ſend letters of advice of the ſaid *R. A.* ſo often as conveniently he may or can, of all matters and occurrences that ſhall neceſſarily ariſe concerning his ſervice or employment, and ſhall alſo return and come to *England*, and bring all his books of accompts with him, whenſoever he ſhall be thereunto adviſed and required by the ſaid *R. A.* his, &c. by letters miſſive or otherwiſe; *And* that the ſaid *W. M.* ſhall from time to time, upon every reaſonable requeſt, not only ſhew forth all his books of accounts concerning all his doings or dealing as aforeſaid, and make and give unto the ſaid *R. A.* his, &c. a juſt, true, plain and perfect accompt and reckoning in writing, of, for and concerning all and every ſuch goods, wares, monies, debts and merchandizes whatſoever, as well of the ſaid *R. A.* for his own proper uſe or jointly with any others, which ſhall hereafter come to the hands, charge or factory of him the ſaid *W. M.* or for which the ſaid *W. M.* may or ought to be accountable unto the ſaid *R. A.* his, &c. *And* moreover that he the ſaid *W. M.* ſhall within, &c. next after the making and giving up every ſuch accompt as aforeſaid, well and truly ſatisfy, pay and deliver unto the ſaid *R. A.* his, &c. all and every ſuch goods, wares, monies, debts, merchandizes, ſpecialties, and other things whatſoever, as by or upon the foot of the ſame accompt ſhall appear or be found to be due,

The mother covenants for her ſon's faithful ſervice.

The ſervant to take into his care goods, &c. and ſell the ſame,

and follow advice, &c.

Keep books.

Tranſmit accounts, and return from abroad, &c. on requeſt with his books, &c.

and accompts, &c.

and pay and deliver the balance.

to

him the ſaid *R. A.* his, &c. by or from the ſaid *W. M.* *And* the ſaid *M.* for herſelf, &c. doth covenant, promiſe and agree, to and with ſaid *R. A.* his, &c. by theſe preſents, that ſhe the ſaid *E. M.* her, at her and their own proper coſts and charges, ſhall and will l, provide and allow unto and for her ſaid ſon, decent apparel of all n, fitting for him in his ſervice and employment during the ſaid n. *And* the ſaid *R. A.* doth covenant, &c. to find and provide ſaid *W. M.* with meat, drink, waſhing and lodging, and all er neceſſaries, (apparel only excepted) during all the ſaid term. *witneſs*, &c.

The mother to find cloaths.

The maſter to find meat, &c.

reement for Sailors to ſail in a Ship, and not depart therefrom under Forfeiture of their Wages.

NOW *all Men* by theſe preſents, That we who have ſubſcribed our names, or made our marks and ſet our ſeals hereunto, do ſeally, but not jointly, nor one for the other, declare and agree we e ſeverally ſhipped ourſelves on board the ſaid *D.* captain *N. T.* comnder, now in the river of ———, and bound for ———, and from nce to *V.* and back to *L.* at and for the ſeveral wages mentioned ein, and inſerted againſt our ſeveral names hereunder ſubſcribed; l we do ſeverally, but not jointly, nor one for the other, agree, that h of us as ſhall depart from and leave the ſaid ſhip during ſaid intended voyage, and ſhall not perform the ſame, (inevile accidents excepted,) our executors, adminiſtrators and aſſigns, ll not, nor will be intitled to, nor will have or claim any ges or pay that may ariſe or become due to ſuch of us as ſhall leave or depart from the ſaid ſhip during her whole voyage, der the command of the ſaid maſter or his ſucceſſors, or the vice of the owner or owners thereof, but that in ſuch caſe, the ges of ſuch of us as ſhall deſert from or leave the ſaid ſhip, ll be abſolutely loſt and forfeited by virtue of theſe preſents. *In neſs*, &c.

An Agreement for a Pilot to guide a Ship.

ment the, &c. *Between B. C.* of, &c. of the one Part, and *S. G.* of, &c. Part-Owner of the good Ship or Veſſel called the *H.* Burthen about ——— Tons, now at, &c. and bound out a Voyage o ——— and back to ——— of the other Part, as followeth, (that is to ſay,)

THE ſaid *B. C.* for the conſiderations hereunder mentioned, doth covenant, promiſe and agree, to and with the ſaid *S. G.* his execus, adminiſtrators and aſſigns by theſe preſents, that he the ſaid *B. C.* on the firſt notice or requſt to him in that behalf made or given by ſaid *S. G.* after the date hereof, ſhall and will go to *W.* and there go board the ſaid ſhip *H.* and ſhall and will continue and ſail on board the

the ſaid ſhip during the ſaid intended voyage, and until her return a arrival at —— as aforeſaid; and that when the ſaid ſhip ſhall be in latitude of —— degrees northwards, he ſhall and will take upon the care of, and will navigate the ſame as pilot thereof directly to *A.* aforeſaid, and from thence back again in her homeward voyage to ſame latitude of —— degrees, according to the beſt and utmoſt of ſkill and knowledge; *And* that he the ſaid *B. C.* is well ſkilled, underſtands the ſaid courſe of navigation to and from *H.* as aforeſ *In conſideration* whereof, and of the ſervice to be performed as aforeſ the ſaid *S. G.* for himſelf, his executors, adminiſtrators and aſſ doth hereby covenant, promiſe and agree to and with the ſaid *B. C.* executors, adminiſtrators and aſſigns, as followeth, (that is to ſ That he the ſaid *G. H.* his executors, adminiſtrators or aſſigns, and will truly pay, or cauſe to be paid, unto the ſaid *C. D.* his ex tors or aſſigns, at and after the rate of —— of lawful, &c. *per mo* for every month that the ſaid ſhip be out upon the ſaid intended voya and until her arrival at *L.* as aforeſaid, and proportionably for a l time than a month; the ſame to begin and commence from time of his entrance on board the ſaid ſhip as aforeſaid; and he the ſaid *S. G.* ſhall and will bear and pay the ſaid *B. C.* travelling charges to *W.* and of the carriage by land of his cloa and neceſſaries for the ſaid voyage. *(Mutual Penalties may be added.)* *In witneſs*, &c.

Agreement between the Maſter of a Ship, and a Surgeon for a Voy

Articles of Agreement indented, &c. *Between E. P.* &c. Maſter of the good Ship or Veſſel called the *O.* of the one Part, and *E.* &c. Surgeon, of the other Part, as followeth, (that is to ſay,)

Covenant that the maſter ſhall find the ſurgeon with lodging, &c.

THE ſaid *E. P.* for the conſiderations hereunder mentioned, doth covenant, promiſe and agree, to and with the ſaid *E. W.* his ex ecutors and adminiſtrators, that the ſaid *E. P.* ſhall and will, at the ſaid ſhip's charge, find, provide and allow unto and for the ſaid *E.* in the ſaid ſhip or veſſel, during her intended voyage to *C.* in ——, and thence to *J.* his lodging in the cabin belonging to the ſurgeon, and like wiſe his diet, and all other accommodations fitting for his paſſage in the ſaid intended voyage; *In conſideration* whereof the ſaid *E. W.* doth hereby for himſelf, his executors and adminiſtrators, covenant, pro miſe and agree, to and with the ſaid *E. P.* his executors and adminiſ trators, by theſe preſents, as followeth; that is to ſay, That he the ſaid *B. W.* ſhall and will during the ſaid intended voyage, at his own coſts and charges, find, provide and allow unto and for the ſaid *E. P.* and all other the ſhip's company taken in at *E.* all ſuch medicines in phyſic and ſurgery, as ſhall be proper and needful during the ſaid intended voyage, and according to the beſt and utmoſt of his ſkill and knowledge, admi niſter and apply the ſame. *And it is agreed* by and between the ſaid par ties for themſelves, their heirs, executors and adminiſtrators, that what paſſengers and ſervants the ſaid *E. P.* ſhall take in and ſhip at *J.* ſhall be ſupplied

Covenant that the ſurgeon ſhall find the ſhip's company with medi cines, &c. and apply the ſame during the voyage.

The medicines to be taken out of the cheſt belonging to the ſhip.

lied with medicines out of the cheſt of medicines belonging to the ſhip or veſſel, but the ſaid *E. W.* ſhall and will adminiſter and apply ſame as need ſhall require. *And further* that the ſaid *E. W.* for the iderations aforeſaid, ſhall and will at his own coſts and charges, n the ſaid ſhip's arrival at *J.* during her continuance there, find, ide and allow unto and for the ſaid *E. P.* and the ſaid ſhip's com- ſhipt at *E.* as aforeſaid, all ſuch medicines in phyſic and ſurgery all be proper and needful, and adminiſter and apply the ſame, ſo as ſame do not exceed —— weeks after her arrival there; but it is ed, that if the ſaid ſhip ſhall continue and abide at *J.* longer than ſaid —— weeks, in ſuch caſe the ſaid *E. P.* and the ſhip's company, at *E.* as aforeſaid, are to be, and ſhall be furniſhed and ſupplied h medicines out of the cheſt of medicines belonging to the ſaid ſhip eſſel, and the ſaid *E. W.* is only to adminiſter and apply the ſame, *nalties may be added.*) *In witneſs*, &c.

And that the ſurgeon ſhall adminiſter phyſic for ſome time after the ſhip's arrival.

eement for F. G. *to go to* Virginia, *and there to practiſe Phyſic and Surgery, and to pay* G. S. *one Half of his Gains, and* G. S. *to find Medicines, Inſtruments, Victuals*, &c.

icles of Agreement indented, &c. *Between G. S.* of the one Part, nd *F. G.* of —— of the other Part, as followeth; (that is to ay,)

HE ſaid *F. G.* for the conſiderations hereunder mentioned, doth covenant, promiſe and agree, to and with the ſaid *G. S.* his exe- rs and adminiſtrators, that he the ſaid *F. G.* ſhall and will go in and ſuch good ſhip or veſſel as the ſaid *G. S.* ſhall provide for *V.* and his arrival there, ſhall and will abide and continue with the ſaid *G.* t *V.* for the term of —— years, to be accounted from his arrival at aforeſaid, and there will, at all times during the ſaid term, diligently to the utmoſt of his ſkill and ability, exerciſe and employ himſelf in practice of phyſic and ſurgery for the moſt benefit and advantage he can; *And* that he the ſaid *F. G.* ſhall and will, from time to e, upon requeſt of the ſaid *G. S.* give a juſt and true account in writ- of his ſaid practice, and of what fees or allowance in money, or rwiſe, he ſhall or ought to receive, or be allowed *bona fide* in or by ſaid practice, or for doing or performing any cure, or other matter thing relating thereunto. *And likewiſe* that he the ſaid *F. G.* ſhall will pay unto, or permit the ſaid *G. S.* to receive the full moiety or part of all fees and allowance which ſhall ariſe, become due, and be en by the ſaid *F. G.* by, for or in reſpect of his practice as afore- d, to his own uſe. *And in conſideration* of the ſeveral matters and ings to be performed by the ſaid *F. G.* as aforeſaid, the ſaid *G. S.* th hereby covenant and agree, to and with the ſaid *F. G.* that he the d *G. S.* ſhall and will, at his own coſt and charge, pay for the paſſage the ſaid *F. G.* to *V.* and there at his own like charge find and provide to and for the ſaid *F. G.* medicines and inſtruments, meet and ſuffici- t for the practice of phyſic and ſurgery, and likewiſe meat and drink, aſhing and lodging, and will alſo provide him a horſe to go to or viſit his

Covenant that *F. G.* will go to *V.* and there practiſe phyſic and ſurgery.

and account for his fees, &c. to *G. S.*

and pay *G. S.* one half thereof.

Covenant that *G. S.* will pay *F. G.* paſſage, and find medicines, inſtruments, meat, drink, waſhing and lodging, and a horſe to ride on.

An Agreement between a Maſter and Servant about the Management of a Farm.

Articles &c. Between S. T. of, &c. of the one Part, and F. S. &c. of the other Part, as followeth, *viz.*

Servant hired. WHEREAS the ſaid *S. T.* hath agreed with and hired the ſaid *F. S.* to be his ſervant or agent for the well ordering, improving and managing for the beſt and moſt profit and advantage of the ſaid *S. T.* in good huſband-like manner as herein after is mentioned, of all the farm, meſſuage or tenement, barns, ſtables, out-houſes, lands, meadows and paſture ground, with the appurtenances thereunto belonging, now in the tenure or occupation of the ſaid *S. T.* ſituate, lying and being in, &c. and commonly called or known by the name of, &c. for the term of one year from the feaſt-day of, &c. next coming after the date hereof, and ſo from year to year afterwards, for and during the term of two years more, if he the ſaid *S.* ſhall think fit to entertain the ſaid *F.* in his ſaid ſervice, and not otherwiſe, at and for the yearly ſalary or Wages. wages of 30*l.* of, &c. *per ann.* payable quarterly, as herein after is mentioned; *And alſo whereas* the ſaid *S. T.* hath leaſed and to farm let Leaſe of cattle. unto the ſaid *F. S.* the ſtock of cattle hereafter mentioned, to be kept and paſtured upon the ſaid farm, as herein after is expreſſed, for one whole year, to be accounted from the ſaid feaſt of, &c. and ſo from year to year afterwards, for and during the term of two years more, if the ſaid *S.* ſhall pleaſe to let the ſame, and not otherwiſe, *viz.* 43 cows, at and for the rent of 57*s.* *per ann.* for each and ſeveral cows, whereof 32 are to be delivered to the ſaid *F.* at *Michaelmas* next, and 11 more, reſidue of the ſaid 43 cows, between *Michaelmas* and *Lady-day* next; Rent. and alſo 120 ewes, at and for the rent of 6*s.* and 8*d.* for each ſeveral ſcore of the number of ewes aforeſaid, *per annum;* which ſeveral rents for the ſtock of cattle aforeſaid after the ſeveral rates aforeſaid, amounting altogether to the ſum of 156*l.* 2*s.* he the ſaid *F. S.* hath agreed to pay at four quarter-days in the year hereafter mentioned, that is to ſay, The feaſts of, &c. by even and equal portions; and hath alſo granted unto the ſaid *F. S.* free liberty to keep in the ſaid yards of the ſaid *F.* 20 ſwine, well wrung and yoked, with a convenient number of poultry, allowing unto the ſaid *S. T.*, 12 good capons every year; *Now* it is thereupon covenanted, granted, concluded and agreed, by and between the ſaid parties to theſe preſents, for themſelves, their executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, that is to ſay, the ſaid *F. S.* for himſelf, his, &c. doth covenant, &c. to and with the ſaid *S. T.* his, &c. by, &c. that he the ſaid *F. S.* ſhall The ſervants to plough, &c. and will at his and their own proper coſts and charges, in a good huſband-like manner, and at ſeaſonable times in the year, from time to time during ſo long as he ſhall continue in the ſaid ſervice of the ſaid *S.* well and ſufficiently plough and keep in tillage the number of 150 acres, little more or leſs, parcel of the farm aforeſaid, every year yearly, and ſhall and will leave 50 acres thereof, to be laid fallow every other year, and plough the ſame 50 acres four times before it be ſowed again, and

d ſhall ſow the remaining 100 acres at ſeaſonable times in the year
th ſuch corn and ſeed as the ſaid *S. T.* his executors or aſſigns, ſhall
om time to time direct and appoint; and the ſame ſo ſown ſhall in good
ſband-like manner harrow, and in like manner, if need be, roll the
me in ſeaſon; *And* that he the ſaid *F. S.* his ſervants and aſſigns, ſhall Reaping, &c.
om time to time during the term of three years, or ſo long thereof as
ſhall remain in the ſaid ſervice of the ſaid *S. T.* at ſeaſonable times in
e year, in a good huſband-like manner, reap, cut down and ſhock all
e corn that ſhall ſtand, grow, or be in or upon the ſaid farm, or any
rt thereof, and do all other things that ſhall be convenient for making
e ſame fit to be houſed, and then ſhall fetch in and lay up the ſame in
e barn belonging to the farm; *And alſo* well and ſufficiently repair, Fences.
intain, keep and amend the hedges, fences and incloſures of or be-
ging to the ſaid farm and premiſſes, in, by and with all needful and
ceſſary reparations and amendments during the ſaid term; *And* ſhall Meadows.
d will ley all the meadows of the ſaid farm from *Lady-day* to *Midſum-*
r, or ſo much longer every year during ſo long of the ſaid term of
ree years as he ſhall continue in the ſaid ſervice of the ſaid *S.* his execu-
rs or aſſigns, as ſhall be convenient for hay; *And* ſhall and will alſo at Mowing, &c.
ſonable times in the year yearly during the ſaid term, in good and
ſband like manner mow all the ſaid meadows, and in like manner make
all the hay, and fetch and carry it from the ſaid meadow to the yard
longing to the ſaid farm, and there lay it up in a ſtack or ſtacks; *And* Dung, &c.
ll and will lay all the dung, ſoil and compoſt, that ſhall be made in
about the yards and out-houſes belonging to the ſaid farm, and ſuch
her dung and ſoil as the ſaid *S. T.* ſhall buy or provide for that pur-
ſe, to and upon ſuch part of the lands and grounds of the ſaid farm
the ſaid *S. T.* ſhall from time direct and appoint; and at ſeaſonable
es in the year ſhall there ſpread the ſame, together with all the mole-
ls and dung that ſhall be made by the cattle upon the paſture grounds.
And further the ſaid *F. S.* doth covenant and agree to and with the ſaid The ſervant to find ploughmen.
T. his, &c. that for the better managing and performing of the buſi-
ſs aforeſaid, he the ſaid *F. S.* at his own proper coſts and charges, What to do.
ll hire, find and provide two able and ſufficient ploughmen, who ſhall
aiding and aſſiſting to the ſaid *F. S.* in performance of all and every
r work and buſineſs aforeſaid, to carry out all ſuch corn and other
ings as the ſaid *S. T.* ſhall from time to time order and appoint, ei-
r to the now dwelling houſe of the ſaid *S T.* in, &c. or to ſuch other
ce and places as he ſhall alſo direct and appoint; and ſhall alſo go with
e team of the ſaid *S. T.* to the highways, from time to time as occa-
on ſhall require, there to repair and amend the ſame, and do and per-
rm all ſuch works and buſineſs with the ſaid team as the ſaid *S. T.*
all from time to time order, think fit and appoint; *And* the ſaid *F. S.* Covenant to
r himſelf, his, &c. doth further covenant, &c. to and with the ſaid *S.* pay rent for the cattle.
e his, &c. by theſe preſents, that the ſaid *F. S.* his executors or af-
gns, ſhall and will yearly and every year during the ſaid term, or ſo
ng thereof as it ſhall pleaſe the ſaid *S. T.* to let to farm to the ſaid *F.*
. the ſtock and cattle aforeſaid, well and truly pay, or cauſe to be paid,
nto the ſaid *S. T.* his, &c. the ſaid yearly rent or ſum of, &c. of, &c.
o the four quarterly days of payment thereof above mentioned, by
ven and equal portions; *And alſo* ſhall and will, at his own proper coſts Tithes.
nd charges, bear and pay all the tithes that ſhall grow due during the

Not to put more cattle, &c. than agreed for.

ſaid term for all the ſaid ſtock of cattle, cows and ewes aforeſaid; *And* ſhall not or will not at any time or times during the ſaid term feed, or cauſe or ſuffer to be fed, or put into or upon any of the ſaid lands or grounds of the ſaid *S. T.* part of the farm aforeſaid, any more or other cattle than the ſaid ſtock aforeſaid, or than ſuch cattle or horſes as ſhall pleaſe the ſaid *S. T.* to let into the ſame; nor ſhall keep any more ſwine upon the farm aforeſaid, than the ſaid 20 for his own uſe, and three hogs for the uſe of the ſaid *S. T.* all which hogs and ſwine he the ſaid *F. S.* ſhall and will from time to time during the ſaid term keep unwrung and yoked; *And alſo* if it ſhall happen that the ſaid ſtock of cattle letten as aforeſaid, or the ſaid ſwine, or any of them at any time during the ſaid term, do hurt, damage, waſte or ſpoil any of the meadows or corn of the ſaid *S. T.* that then and ſo often as the caſe ſhall happen, he the ſaid *F S* his executors or aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *S. T.* his executors or aſſigns, the full value of lawful money of, &c. for all ſuch corn and grain ſo hurted, damaged, ſpoiled or waſted as aforeſaid: *In conſideration* of all which premiſſes, he the ſaid *S. T.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, grant and agree, to and with the ſaid *F. S.* his executors and aſſigns by theſe preſents, in manner and form following, that is to ſay, That he the ſaid *S. T.* his executors or aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *F. S.* the ſaid yearly rent, ſum or ſalary of 30*l.* of, &c. during ſo long of the aforeſaid term of three years as he the ſaid *F. S.* ſhall continue in the ſaid ſervice and employment of the ſaid *S. T.* on the four quarterly days herein before particularly limited and mentioned for payment of the aforeſaid rent of, &c. by even and equal portions; *And alſo* that he the ſaid *F. S.* ſhall or may, for and under the ſaid yearly rent of, &c. and obſerving, performing, fulfilling and keeping all and ſingular the covenants, grants, articles and agreements herein contained, on his part to be obſerved, performed, done, fulfilled and kept, according to the true intent and meaning of theſe preſents, have, hold and enjoy the advantage ariſing by the ſaid ſtock of cattle to his own proper uſe for and during the term of one year, to be accounted from *Michaelmas* next as aforeſaid, and ſo from year to year afterwards, for and during the term of two years more, if he the ſaid *S. T.* ſhall not within three months next before the end of the ſecond year, give or leave notice or warning at the meſſuage belonging to the ſaid farm, that he is minded and determined otherwiſe to diſpoſe of the ſame; *And* ſhall and may depaſture the ſame ſtock of cattle, together with the horſes and other cattle of the ſaid *S. T.* in and upon the paſture ground belonging to the farm aforeſaid, in reaſonable times of the year, and feed the milch cows and ſheep with hay in the winter, together with the horſes of the ſaid *S. T.* and the dry cows only with ſtraw, without any let, ſuit, trouble, moleſtation or hindrance of or by the ſaid *S. T.* his executors, adminiſtrators or aſſigns, or any of them, or any other perſon or perſons lawfully claiming or to claim from, by or under him, them, or any of them, or by his, their, or any of their means, conſent or procurement. *Provided always*, and it is agreed by and between the ſaid parties to theſe preſents, That if any of the cows, part of the ſaid ſtock of cattle letten as aforeſaid, ſhall happen to calve twice in one year during the continuance of the ſaid ſtock in the hands of the ſaid *F. S.* then and in ſuch caſe

Servant's profit of the ſaid cattle.

Warning.

Depaſturing cattle.

Calves.

the ſecond calf, that ſhall ſo happen to fall in one year as aforeſaid, or may be had, received and enjoyed by the ſaid *S. T.* his execu-, adminiſtrators or aſſigns, together with the milk of each cow from her ſecond calving until ſhe grows dry again, without any let, ſuit, al, moleſtation, hindrance or interruption of or by the ſaid *F. S.* &c. *Provided alſo,* and it is hereby declared and agreed by and veen the ſaid parties to theſe preſents, and the ſaid *F. S.* for himſelf, &c. doth covenant, &c. to and with the ſaid *S. T.* his, &c. by e preſents, that if he the ſaid *S. T.* ſhall at any time or times, dur- the ſaid term of the firſt two years of the ſaid three years, be minded ake into his own hands the ſaid ſtock of the cattle ſo letten unto the *F. S.* as aforeſaid, or otherwiſe to diſpoſe of the ſame, and of ſuch mind and determination ſhall give or leave notice or warning three ths before the end of either of the ſaid two firſt years at the farm eſaid, then he the ſaid *F. S.* his executors and adminiſtrators, ſhall will, at the end of the ſaid three months next after ſuch notice or ning given or left as aforeſaid, well and truly deliver, or cauſe to be vered, unto the ſaid *S. T.* his, &c. all and ſingular the ſtock of cat- aforeſaid, 43 cows, 120 ewes, to be at his diſpoſing, without any her claim, denial or hindrance of or by him the ſaid *F. S.* his, &c, ny of them. *In witneſs*, &c.

When the maſter may take into his own hands the ſtock of cattle, &c.

SEVENTHLY, Agreements concerning the Building Houſes, &c. and performing other Work.

Agreement for building a Houſe according to a Plan annexed, and with ſuch Materials as ſhall be found the Builder by the Owner of the Houſe.

BE *it remembered*, That on this —— day of —— it is agreed be- tween *A. B.* of —— and *C. D.* of —— in manner and form fol- ing, (to wit,) The ſaid *C. D.* for the conſiderations herein after ntioned, doth for himſelf, his executors and adminiſtrators, co- ant promiſe and agree, to and with the ſaid *A. B.* his execu- , adminiſtrators and aſſigns, that he the ſaid *C. D.* or his aſ- ns, ſhall and will within the ſpace of ——— next after the date eof, in good and workman-like manner, and according to the t of his art and ſkill, at ——— well and ſubſtantially erect, build, up and finiſh one houſe or meſſuage according to the draught ſcheme hereunto annexed, of the dimenſions following, *viz.* ——— l to compoſe the ſame with ſuch ſtone or brick, timber, and er materials, as the ſaid *A. B.* or his aſſigns, ſhall find and pro- e for the ſame; *In conſideration* whereof the ſaid *A. B.* doth for nſelf, his executors and adminiſtrators, covenant and promiſe to l with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ll and truly to pay, or cauſe to be paid, unto the ſaid *C. D.* executors, adminiſtrators or aſſigns, the ſum of ——— of lawful *itiſh* money, in manner following, (to wit) ——— *l.* part thereof the beginning of the ſaid work, ——— *l.* more, another part there- when the ſaid work ſhall be half done, and the remaining ——— *l.*

Covenant to build.

To pay for the ſame.

in full for the ſaid work, when the ſame ſhall be compleatly finiſhed; *And alſo*, that he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall and will, at his and their own proper expence, find and provide all the ſtone, brick, tile, timber, and other materials neceſſary for making and building of the ſaid houſe. *And* for the performance of all and every the articles and agreements above mentioned, the ſaid *A. B.* and *C. D* do hereby bind themſelves, their executors, adminiſtrators and aſſigns, each to the other, in the penal ſum of —— firmly by theſe preſents *In witneſs*, &c.

The owner to find materials.

An Agreement for taking down an old Houſe, and building a new one, the Builder to find Materials.

Articles, &c. *Between J. F.* and *R. C. viz.*

THE ſaid *R. C.* for himſelf, his, &c. doth covenant, &c. to and with the ſaid *J. F.* his, &c. by, &c. in manner and form following, that is to ſay, That he the ſaid *R. C.* his, &c. or ſome of them, for the conſideration hereafter mentioned, ſhall and will forthwith take down the now dwelling-houſe of the ſaid *J. F.* ſituate, &c. and in the room thereof ſhall make, erect, build and ſet up one new tenement or dwelling houſe, to be 40 feet wide and 50 long, together with a cellar of the ſame length and breath, and alſo make four rooms on each floor, and ſhall find and provide at his own proper coſts and charges, all and all manner of tiles, bricks, lime, nails, lead, iron, ſand and lime, and all other materials whatſoever which ſhall be fit and neceſſary to be uſed in or about the ſaid building, and ſhall carry away all rubbiſh whatſoever which ſhall ariſe by reaſon of the ſaid building; *And* ſhall and will in all things well and workmanlike erect, ſet up and finiſh the ſaid building at or before the 10th day of *March* next enſuing the date hereof. *In conſideration* of which ſaid building, ſo to be done and finiſhed in manner and form aforeſaid, the ſaid *J. H* for himſelf, his, &c. doth covenant, &c. (*to pay for the building, as in others.*) *In witneſs*, &c.

An Agreement to pull down an old Farm-House and build a new one, and to build a Cellar, Pantry and Brewhouse, with Rooms over, pursuant to a Plan annexed, with good Descriptions as to every particular Part of the Buildings; the Money to be paid at different Times, as the Work is done, with a special Agreement to prevent further Charges; the Builder to have the old Materials, and use such as are sound and good.

rticles of Agreement made, &c. *Between W. P. W.* of, &c Esq; of the one Part, and *S. E.* of, &c. Carpenter, of the other Part, as follow-eth, (that is to say,)

THE said *S. E.* for himself, his executors and administrators, doth covenant, promise and agree to and with the said *W P. W.* his irs, executors, administrators and assigns as followeth, (that is to y,) that the said *S. E.* his executors, administrators or workmen, ll and will forthwith, for the consideration herein after mentioned, his, their, some or one of their proper costs and charges, pull down e old farm house at *N.* in the said county of *M.* now in the tenure of *W.* yeoman, tenant to the said *W. P. W.* *And also*, That he the d *S. E.* his executors or administrators, shall and will, at his or their n. charges, well and effectually, erect, build, compleat and finish, n or near the ground where the old farm-house now stands or lately od) one good and substantial new farm-house, according to a plan draught hereunto annexed, and with such materials, thickness of lls and scantlings of timber, and with such windows, pavements d conveniencies. and in such manner and form, as is herein after sti-ated and expressed, (that is to say,) *The* first story to be nine feet gh in the clear, the second story to be nine feet high in the clear, the rets to be six feet six inches high in the clear; *The* foundation of house to be one foot six inches deep below the sill of the front door, said foundation to be two bricks thick to the top of the parlour or; the foundation next the wash house and cellar to be two feet per, by reason of sinking the said cellar lower than the house; the lls of the house to be one brick and half thick from the ground to the te of the roof, or top of the garret floor, the gable ends on each e the chimney to be one brick thick in the garret floor; *The* roof to covered with plain tiles laid on hart laths of oak; *The* kitchen and ffage to be paved with good hard well burnt stock bricks; *The* par-r to be boarded with yellow deals free from sap, and laid on good and ground joysts of oaks; *To* wainscot the parlour with square deal inscot, with shutters to the windows in the said parlour and kitchen; make a partition between the passage and kitchen of the whole deal d slit deal, with a framed door to the said partition; *To* line the nbs of the kitchen chimney with whole deal, with a shelf, and a pair spit-racks over the said chimney; *To* put up a dresser with three elves in the said kitchen; *To* make the outside door-cases of oak antling seven inches by five inches, with strong whole deal doors, ewed, legged and battened; *To* put on a good lock and key and two on bolts to each outside door; *All* the window-frames to be made with

Covenant to pull down an old house,

and build a new one,

according to a plan annexed.

Height of the stories.

Thickness of the walls.

The roof how covered.

Kitchen and Passage paved.

Parlour floor.

Wainscot.

Shutters.

Partition.

Lining.

Kitchen. &c.

Racks.

Dresser.

Out door.

Locks.

Bolts.

Window.

Frames.

Girders.
Joyſts.
Rafters.
Floors.
Stairs.
Partitions of chambers.
Doors therein.
Skirting.
Jambs of chimnies.
Cielings.
Caſements.
Glazing.
Eaves of the houſe.
Painting.
To build a cellar, pantry and brew-houſe, according to a plan
Pavement.
Foundation.
Upper part.
Funnel.
Rooms.
Dreſſers, &c. in the Pantry.
Roof.

with oak ſils, the reſt of the ſaid frames of yellow fir free from ſap, the ſcantlings four inches by three inches; *All* the girders of the ſaid building to be twelve inches by nine inches; *All* the joyſts to be ſeven inches by three inches; *The* rafters of the roof to be five inches by three inches; *All* the ſaid joyſts and rafters to be laid not to exceed thirteen inches aſunder; *To* lay all the floors in the chambers and garrets with yellow whole deal free from ſap. *To* make all the ſteps of the ſtairs of whole deal free from ſap; *To* incloſe all the chambers with whole deal and ſlit deal partitions, with framed doors in the ſaid partitions, with one iron latch to each inſide door of the houſe; *To* put a ſlit deal ſkirting round the rooms eight inches wide, to preſerve the walls from breaking; *To* line the jambs of the chimnies with ſlit deal, with a ſhelf over each chimney; *To* lath and plaiſter all the cielings and garrets, and render all the brick walls, and whiten the ſame; *To* put in twelve iron caſements in the moſt convenient places of the ſeveral windows, with an iron ſtay to each caſement; *To* glaze all the windows with a good ſubſtantial lead to the ſaid glaſs; *To* put a handſome whole deal corniſh and faſia under the front eaves of the houſe; *To* do all the outſide painting three times in oil, and to do all the inſide painting, as wainſcot and partitions and chimney-pieces, &c. once in ſize and twice in oil; *To* build a cellar and pantry and brewhouſe, as the ſaid plan or draught hereunto annexed directs, with three rooms over the ſame; *The* pavement of the brewhouſe and cellar to lie two feet ſix inches below the floor of the houſe; *The* foundation of brick-work to be carried up three feet high, and one brick and a half thick; *The* upper part of timber, and paned with brick, the timber for the ſaid brick paning not to exceed two feet aſunder from each other, a funnel of brick work to be carried up, in order to hang a copper under; *To* make three rooms over the ſaid cellar and brewhouſe and pantry, and board the ſaid three rooms with old boards, if there ſhall be enough that are good and ſound; if not, then to make good what ſhall be wanting with new boards; *To* plaiſter all the cielings and walls of the ſaid rooms, and to put up one whole deal dreſſer and ſix whole deal ſhelves in the pantry; *To* make the roof of the ſaid three rooms of the ſame ſcantlings as the roof of the dwelling-houſe, and to cover the ſame as the ſaid houſe is to be covered; *To* do all carpenters, bricklayers, plumbers, glaziers, plaiſterers, ſmiths, and painters work, in good, ſubſtantial and workman-like manner, according to the plan or draught hereunto annexed; *And alſo*, That he the ſaid *S. E.* his executors or adminiſtrators, ſhall and will well and effectually build, compleat and finiſh the ſaid farm-houſe, and all other the work hereby undertaken and agreed to be built, finiſhed and compleated, in manner and form, and according to the method hereby, and by the ſaid plan or draught hereunto annexed, preſcribed, agreed and expreſſed, on or before the —— day of —— next enſuing the day of the date of theſe preſents: *In conſideration* whereof the ſaid *W. P. W.* for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant, promiſe and agree, to and with the ſaid *S. E.* his executors, adminiſtrators and aſſigns, by theſe preſents, That he the ſaid *W. P. W.* his executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *S. E.* his executors, adminiſtrators or aſſigns, the ſum of, &c. in manner following, (that is to ſay,) The ſum of —— *l.* part thereof, at the laying of the chamber floors

All to be workman-like, according to the plan.

Time limited.

Covenant to pay for the building as the work goes on.

oors of the ſaid houſe, the ſum of —— *l.* other part thereof, at the
ſing in of the ſaid building, and the ſum of —— *l.* other part thereof,
the carrying up all the ſtairs, and laying all the floors and pavements,
nd glazing and incloſing the ſaid building, and the ſum of —— *l.* reſi-
ue of the ſaid ſum of —— *l.* within 21 days next after the ſaid new
rm-houſe ſhall be compleated and finiſhed; and all other work hereby
ndertaken and agreed to be performed, finiſhed and compleated, ſhall
e ſo performed, finiſhed and compleated in manner and form, and ac-
rding to the true intent and meaning of theſe preſents. *And laſtly*, It
hereby farther agreed by and between the ſaid parties hereto, that it
all and may be lawful to and for the ſaid *S. E.* to have all the mate-
als, of what ſort or kind ſoever they are, that are now, or lately were
anding in the ſaid old farm-houſe, to be fully and wholly the property
f him the ſaid *S. E.* to have liberty to make uſe of all ſuch of the ſaid
d materials as ſhall be found and good, and fitting to uſe again in the
id now intended building. *And* to the intent that the utmoſt of the
harge of the above mentioned building may be fully known, and that
e expence need not exceed the ſum of —— *l.* it is hereby agreed by
oth parties, That no verbal orders or agreements given or made by
ther party, in any caſe whatſoever, ſhall be any ways binding to each
ther, (except ſuch particular ſhall be under the hand and ſeal of ſuch
f the ſaid parties as ſhall make any alteration in the aforegoing articles.)
nd laſtly, It is farther agreed between the ſaid parties, That if any
ſpute ſhall ariſe relating to the performance of the aforegoing articles,
at the ſame ſhall forthwith be left to the determination of two indiffer-
nt perſons, the one to be named by the ſaid *W. P. W.* and the other
y the ſaid *S. E.* as arbitrators, or to ſuch umpire as ſhall be choſen by
e ſaid arbitrators, in caſe of their diſagreement; and what award or
mpirage ſhall be made and given up in writing under their ſeveral hands
d ſeals, if ſo required, ſhall be final, provided the ſame be ſo made
ithin fourteen days after the ſaid perſons ſhall be ſo named and choſen
aforeſaid. *In witneſs*, &c.

The builder to have the old materials, and uſe ſuch as are found.

That the utmoſt charge may be known.

No verbal orders ſhall be binding.

Diſputes to be determined by arbitration.

Another, with different Deſcriptions for the building a Houſe in a Town.

rticles, &c. *Between W. L.* of, &c. of the one Part, and *J. P.* of, &c. Joiner, of the other Part, *viz.*

THE ſaid *J. P.* for and in conſideration of a competent ſum of money herein after mentioned, doth for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *W. L.* his executors, adminiſtrators and aſſigns, by theſe preſents, (that is to ſay,) That he the ſaid *J. P.* his executors, adminiſtrators, workmen, ſervants or aſſigns, or ſome or one of them, ſhall and will at his, their, or ſome or one of their own proper coſts and charges, take down and demoliſh one certain meſſuage or tenement now in the poſſeſſion or occupation of the ſaid *W. L.* ſituate, &c. and in the place and ſtead thereof, at the like proper coſts and charges of him the ſaid *J. P.* his executors or adminiſtrators, workmen, ſervants and aſſigns, finding all ſtuffs, materials, and workmanſhip of and belonging to a bricklayer, carpenter,

carpenter, plaiſterer, ſmith, glazier, plumber, joiner, painter, maſon, diggers and clearers work, with good ſtuffs and materials in good ſa- ſtantial and workman-like manner, build, erect, ſet up and finiſh a new brick meſſuage or tenement, to contain in the fore front thereof foot of aſſiſe, or thereabouts, and in the back front thereof ——— fo of aſſiſe, or thereabouts, in depth from front to rear 33 foot of aſſiſe, thereabouts, little more or leſs; and alſo a ſtack of cloſets to adjoin part of back front of the ſaid houſe, to be nine foot in length, nine foot in breadth, in manner and form following, (that is to ſa ſhall dig and make a vault of brick under that part of the houſe intend for the ſhop, and dig and make two cellars under the two parlours, ſhall and will build the ſaid houſe and cloſets in height and number of ries, thickneſs of walls and ſcantlings of timber following; (that is to ſa The cellars and vaults to be five foot and a half clear in height, the firſt ry above ground to be nine foot and a half clear, the ſecond ſtory to be foot clear, and the third or laſt ſtory to be ſeven foot and a half cle the front and rear walls to be two bricks and a half in thickneſs from foundations thereof to the top of the firſt ſtory, and afterwards t bricks in thickneſs up to the top of the third floor, and then one br and a half to the plates of the roof, the flank walls to be two bricks thickneſs from the foundations thereof to the top of the firſt floor, afterwards one brick and a half in thickneſs up to the plates, and gable ends to be one brick in thickneſs to the top of the whole build and ſhall make a brick wall acroſs the end of the vault and cellar of brick and a half in thickneſs, and the ſpringing wall for the vault ac the paſſage, and the fore cellar of one brick and a half in thickneſs, turn the arch of the ſaid vault one brick in thickneſs, and ſhall pave t vault and cellars, and paſſage between the fore cellar and the va with good, hard, well burnt bricks, and ſhall build and place ſo ma chimnies within the ſaid houſe and cloſets, as are ſet forth and deſcrib ed in the draught or deſign of the building drawn and agreed upon and hereunto annext, and ſhall make ſtreight arches and returns to a the windows and faſias of rubed and gaged ſtock bricks in the front next the green, and ſhall tile the ſaid houſe and cloſets with good, ſound, well burnt plain tiles, and will lay the firſt floor of the ſaid houſe and cloſets with good ſound oak timber, the girders to be twelve and eight inches, joyſts ſix and three inches, and not to lie above twelve inches aſunder; the ſecond and third floors to be of good ſound yellow fir tim- ber, the girders to be ten and eight inches, the joyſts to be eight and three inches, and ſhall frame a good ſubſtantial double roof to the ſaid houſe, and a good hipt roof to the cloſets, with good ſtrong cieling floors to the ſame, the rafters of the ſaid roofs to be of yellow fir, and to be five and three inches, and not to lie above twelve inches aſunder, and to hip the roof of the ſaid houſe on both ſides, and make a middle gutter in the roof of the ſaid houſe, and a handſome mundillion, cor- nice and gutter in the front, and ſhall make ſaſh-frames for all the win- dows in the houſe and cloſets (except the cellars, which are to be two light windows and curbs of oak,) and ſhall make a ſtrong handſome ſtreet-door, to be glewed, battined and lined, with a light over the ſame, and ſhall make ſubſtantial doors and caſes to the cellars and vault, and ſhutters of whole deal to the cellar windows, and ſhall board the parlour and drawing-room on the firſt floor with good ſound dry yellow deal,

Bigneſs of the houſe, vault, cellars, ſtories, walls.

Paving cellars, chimnies, &c. Windows, floors, roof.

Cornice and gutter.

Saſh-frames.

Doors.

Floors.

ıl, ſtreight joints and clean without knot or ſap, and board the ſhop
l paſſage with good ſound yellow deals, and ſhall make a handſome Stair-caſe.
ir-caſe from the firſt floor to the top of the upper floor with rails and
lſters to the ſame; the ſteps of the ſaid ſtairs from the firſt floor to
: top of the ſecond floor, to be all of clean deals without knot or ſap,
l ſhall make a good ſubſtantial pair of cellar ſtairs from the firſt floor
wn into the cellars, and ſhall make and put up ſubſtantial partitions Partitions.
ſound fir-timber from the firſt floor to the top of the houſe, to incloſe
l divide the ſeveral rooms and ſtair-caſe, and ſhall lay all the rooms
l cloſet on the ſecond floor with good, ſound, dry yellow deals with
ight joints, and ſhall lay the third floor with good yellow deals, and Floors.
ſed joints, and ſhall find and provide all luitelling and bond-timber Find timber.
ing for the ſaid building, and all mantle-trees and taſſils, and ſhall
ke and put up palliſado rails or pales of fir before the front of the
l houſe, every other one of the ſaid pales to be twiſted, and to be
on a brick wall to be made by the ſaid *J. P.* one foot above the
ound, and make handſome palliſado pales to divide the houſe and Palliſadoes
den backwards, and ſhall dig and make a ſearce-pool of brick-work and pales.
the garden to be ſix foot by five foot, turned with an arch, and make Searce pool.
ain from the houſe to the ſearce-pool to convey the water into the Drain.
e, and ſhall put up convenient ſhelves and dreſſers in the kitchen, Dreſſers, &c.
l make a ſink of board and timber, and line the ſame with lead, and in the kitchen.
ke framed doors of deal to the cloſets on each ſide the kitchen chim-

, and make a good ſubſtantial back door and caſe next the garden, Door.
a handſome ſhelve over the firſt door, and cover the ſame with lead;
ſhall and will wainſcot the ſtair-caſe with ſquare deal wainſcot rail- Stair caſe,
h, from the firſt floor up to the middle of the third floor, and ſhall wainſcot, &c.
nſcot the parlour with deal beadwork, with raiſed pannels, window-
tters to fall into boxes and not to hang into the rooms, the drawing-
m to be wainſcotted with ſquare deal-work and ſhutters to fall into
es, and ſhall make handſome framed doors next the entry anſwerable
he wainſcot of the rooms, and make a handſome double arch in the
age, and ſhall make handſome ſhutters of whole deal for the ſhop,
chen and cloſet windows, and ſhall wainſcot all the four rooms on
ſecond floor with ſquare deal-work, and make the ſhutters to fall
boxes as aforeſaid, and ſhall make ſeats in the windows to all the
nſcotted rooms in the houſe, the ſtool-boards to be of right wainſcot,
make and put up ſingle cornice with a faſia, and ſkirting board
nd the rooms of the upper ſtory, and make framed doors and win-
ſhuts, and ſeats in all the ſaid rooms and cloſets on the ſaid upper
r, and make a trap-door with a ladder to it from the upper ſtory
the roof, and make and put up a mantlepiece of deal to each chim-
in the ſaid upper ſtory, and make and put up ſaſh-windows with Windows.
ghts, lines and pullies to all the windows in the ſaid houſe and clo- Cielings.
(except the cellars) and ſhall and will lath and plaiſter all the ciel-
s and partitions, and render all the walls in the ſaid houſe and cloſets
ere no wainſcot is to be, and ſhall find, provide and fix iron bars to
cellar windows, and one caſement to the fore cellar; and ſhall find
l provide iron bars, faſtenings and hinges to all the window-ſhutters
the firſt and ſecond floors, and all hinges for doors, and ſhall put on
good ſubſtantial locks and bolts to the two outward doors, and put
ſmooth bright filed hinges to the two parlour doors, and ſhall and

will

Glaſs, gutters, pipes, painting, paving, chimney-pieces, &c.

will glaze the cellar-windows with good quarry-glaſs in lead, and all the ſaſh-windows with the beſt crown glaſs, and ſhall and will make and lay all the gutters of the ſaid houſe with lead of ſeven pounds to the foot, and lay the hips of the roofs next the front with lead, and make convenient and ſubſtantial pipes of lead to bring the water from the top of the houſe into ſuch a proper place as ſhall be thought fit; and ſhall and will paint all the inſide wainſcot, doors, ſhutters, rails and balliſters of the ſtairs of a good wainſcot colour, or any other proper colour as ſhall be required, three times over in oil, and ſhall paint all the outſide of the windows, ſaſh-frames, cornices, doors and pales three times over in oil, and alſo ſhall and will pave the kitchen with good purbeck ſtone, and make and ſet ſo many ſteps of ſtone at the fore door and back door as ſhall be convenient, and ſhall put up a white marble mantlepiece, and lay a ſlab of the like ſtone of 14 inches in breadth, with fireſtone hearth and coveings in the parlour chimney, and ſhall lay a marble ſlab of 14 inches in breadth, and a fireſtone hearth, and put a handſome moulding of Portland ſtone round the front of the ſtove chimney in the drawing room, and ſhall lay two ſlabs of marble 14 inches broad each, and fireſtone hearths in the chimnies of the two front rooms of the ſecond floor, and lay Portland ſlabs of 14 inches broad, and hearths of fireſtone in the back rooms on the ſaid floor, and ſhall lay the foot paces of the chimnies in the upper ſtory with Portland ſlab of 14 inches broad, and the hearths with 10 inch tiles, and ſhall and will clear and carry away all the rubbiſh which ſhall be made or occaſioned, as well by the pulling down the old building, as alſo by the erecting of the new: *And further* that he the ſaid *J. P.* his executors, adminiſtrators or aſſigns, ſhall and will at his, their, or ſome of their own proper coſts and charges, build, erect, ſet up and finiſh a waſh houſe at the lower end of the yard, to contain in front 16 foot, and in depth 12 foot of aſſiſe or thereabouts, more or leſs, and the extent of the ground without the garden behind the brick walls eight foot high in the front, and a chimney within the ſaid waſh-houſe, and pave the floor with good ſound hard bricks, and put up a ſink in the ſaid waſh-houſe, and make a drain from the ſink to the ſearce-pool, and ſhall lath and plaiſter the cieling of the ſaid waſh-houſe, and render the walls thereof, and make a ſhedded roof, and tyle the ſame with pantyles, and make and put in a door and caſe to the ſame and convenient windows, and make and compleat a houſe of office adjoining to the ſaid waſh-houſe, and ſhall and will finiſh and compleat the ſaid houſe, cloſets and waſh-houſe in all things of and belonging to bricklayer, carpenter, plaiſterer, ſmith, glazier, plumber, joiner, painter, maſon, digger, and clearers work, with good ſtuff and materials, in good ſubſtantial and workman-like manner, (whether herein mentioned or omitted, and not rightly mentioned) on or before, &c. *In conſideration* of which ſaid work, ſtuffs and materials ſo to be made, provided, done and finiſhed as aforeſaid, he the ſaid *W. L.* for himſelf, his executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *J. P.* his executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents; (that is to ſay,) That he the ſaid *W. L.* his executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *J. P.* his executors, adminiſtrators or aſſigns, the full and juſt ſum of 350*l.* of lawful money of *England* in manner and form following; (that is to ſay,) 100*l.* part thereof

Rubbiſh.

To build a waſh-houſe.

How the money for the ſame is to be paid.

ereof at the laying on of the firſt floor, 100*l.* more part thereof, ben the ſaid houſe and cloſets are tyled therein, and 150*l.* more, being e reſt and reſidue thereof, when all the ſaid building ſhall be fully iſhed and compleated in all things, according to the true intent and taning of theſe preſents. *And laſtly*, it is hereby concluded and reed, that the ſaid *J. P.* his executors, adminiſtrators and aſſigns, ll have all the old materials whatſoever, now ſtanding and being upon e premiſſes whereon the ſaid new building is to be erected, to and diſpoſe of at his or their own free wills and pleaſures, and at he or they may lawfully uſe and imploy ſuch of the ſaid old aterials in the ſaid new building, as are or ſhall be fitting to be uſed. witneſs, &c.

Old materials.

greement for leaſing old Houſes to be pulled down, and new ones to be built; of which Leaſes are to be granted as ſoon as built. Security to be given in pulling each old Houſe down, that a new one ſhall be built, agreeable to a Grant from the Crown, which after a certain Time is to be renewed, and a further Term granted to the Builder.

rticles, &c. *Between P. G.* of the one Part, and *J. M.* of, &c. of, &c. Maſon, of the other Part, as follows,

THE ſaid *P. G.* doth by theſe preſents let and agree to demiſe unto the ſaid *J. M. All* theſe 24 meſſuages or tenements now in the oſſeſſion of him the ſaid *P. G.* his under-tenants or aſſigns, ſituate, c. with the ground and ſoil whereon the ſame meſſuages or tenements and, together with all the yards, gardens, backſides, out-houſes, uildings and appurtenances whatſoever, to the ſaid meſſuages or tenements, ground or premiſſes belonging or in any wiſe appertaining; *To old*, &c. *Yielding and paying* therefore yearly and every year, during he ſaid term of 49 years and one half year unto the ſaid *P. G.* his, &c. s a ground rent, the yearly rent or ſum of 140*l.* of, &c. quarterly, free nd clear of and from all and all manner of quit-rents, parliamentary, arochial or other taxes, charges, payments and aſſeſſments that are, hall or may be levied or aſſeſſed upon either ground or houſes, upon any ccount whatſoever, and the ſame to be paid on, &c. *And yielding and paying* therefore unto the ſaid *P. G.* his, &c. for the laſt half year of the aid term of 49 years and one half year, the ſum of 70*l.* of like lawful money of *Great Britain*, free, &c. as aforeſaid, by two equal payments, at the two moſt uſual quarterly feaſts or days of payment which ſhall be next after the end of the ſaid 49 years. *Item*, It is covenanted and agreed by and between the ſaid parties to theſe preſents, and the ſaid *P. G.* in conſideration of the rent herein before reſerved and made payable, and in conſideration of the new meſſuages and tenements herein after covenanted and agreed by the ſaid *J. M.* to be erected and built upon the ground hereby let, *Doth* for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *J. M.* his, &c. by, &c. in manner following, (that is to ſay,) That he the ſaid *P. G.* his, &c. ſhall and will, at the coſts and charges of the ſaid *J. M.* his, &c. when and ſo ſoon as the ſaid meſſuages or tenements, or

Agreement to leaſe old houſes and the ground they ſtand on.

Habendum.

Reddend' for 49 years 140*l. per ann.* free, &c.

Reddend' for the laſt half year.

Agreement that as ſoon as the old houſes are pulled down, and new ones built.

or any two or three of them, ſhall be pulled down, and the intended meſſuages or tenements to be erected and built in lieu thereof, ſhall be new built and tiled in, grant unto the ſaid *J. M.* his executors, adminiſtrators or aſſigns, one indenture or indentures of leaſe of the ſaid new meſſuages or tenements, and ſo on, until ſuch leaſes ſhall be granted of all the ſaid premiſſes: *To hold* for the remaining time of the ſaid term of 49 years and one half year; *In which* leaſes ſo to be granted of the premiſſes, there ſhall be reſerved and made payable a quit-rent to the king and his ſucceſſors, and alſo unto the ſaid *P. G.* his executors adminiſtrators and aſſigns, the ſaid yearly rent or ſum of 140*l.* clear and from all and all manner of taxes, charges and aſſeſſments whatſoever as aforeſaid, payable quarterly; and in caſe ſuch payment be not made within 14 days after every ſuch quarter day or days of payment as aforeſaid, lawful demand being made thereof, that then, &c. *(Clauſe of re-entry*, ſee Tit. *Leaſes.)* *Item*, It is agreed by and between the ſaid parties to theſe preſents, that in each ſeparate leaſe, as aforeſaid, covenanted to be granted of the ſaid premiſſes, there ſhall be reſerved and made payable a proportionable part of the quit rent to the crown, and alſo unto the ſaid *P. G.* his, &c. a proportionable part of the yearly ground-rent of 140*l* agreed upon as aforeſaid, with reſpect to the number of feet in front next the ſtreet, and in conſideration of the depth and ſituation of the ground ſo let, (which ſhall be deſcribed particularly and ſet forth in each reſpective leaſe ſo granted,) as ſettled by the parties concerned, (*viz.*) The 100 feet or thereabouts, fronting *G.* ſtreet, being in depth 70 feet or thereabouts, to 10*s. per* foot, and likewiſe the 100 feet at the upper end of the ground in *V.* ſtreet, about the ſame depth, at 10*s. per* foot, and 53 feet, or 54 feet, next below that and adjoining to it, at 8*s. per* foot, and for the remaining part which is turning the corner into *L. S.* ſtreet, being 86 or 87 feet, at 7*s. per* foot. *And* it is hereby agreed, That in ſuch leaſes ſhall be contained the common, uſual and reaſonable covenants contained in building leaſes; *But nevertheleſs*, according to the tenor or true intent and meaning of theſe preſents; neither are they to confine or limit the ſaid *J. M.* with reſpect to the manner of the building to be erected on the ſaid ground, provided there be good and ſubſtantial brick houſes built in the front of the ſaid ground next the ſaid ſtreet on all ſides, nor to reſtrain or prohibit any trade or occupation to be uſed or carried on in any of the ſaid buildings, except ſuch as ſhall be in any wiſe deemed a nuiſance or prejudice to the other part of the ſaid buildings, which are not to be allowed of; *And* it is agreed, that the ſaid *P. G.* is and ſhall be indemniſied and exempted from all charges and troubles that may ariſe about the ſaid ground or houſes, by means of any contentions about party walls, pavements, waters or water-courſes, or any thing whatſoever during the whole term expreſt. *And* in conſideration of the premiſſes, the ſaid *J. M.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *P. G* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *J. M.* his, &c. ſhall and will accept of ſuch leaſes to be granted as aforeſaid, and duly ſeal and execute counterparts thereof, and the ſaid *J. M.* doth further covenant and agree to give the ſaid *P. G.* undeniable and ſatisfactory ſecurity, that whatſoever of the old buildings be the ſaid *J. M.* his executors, adminiſtrators or aſſigns, ſhall pull down,

to grant leaſes of the new ones for the remainder of the ſaid term then to come, reſerving a quit rent to the king, and the aforeſaid rent to the leſſor

In each leaſe a proportionable part of the rents is to be reſerved,

and uſual covenants inſerted, agreeable to theſe articles and not to confine the leſſee's building, &c.

Leſſor's indemnity from charges, &c.

The builder's agreement to accept ſuch leaſes, and execute counterparts, and give ſecurity that on pulling down old houſes, new ones ſhall be

own, there ſhall be new, good and ſubſtantial houſes built and erect- built, accord-
l, according to the limitations and directions of the crown grant, in ing to the
e room of them, and that he the ſaid *J. M.* will depoſit and lodge. crown grant.
the hands of the ſaid *P. G.* 100*l.* which ſhall remain and continue
ithout intereſt, until there ſhall be built and finiſhed as many new
uſes upon the premiſſes as ſhall be judged a ſufficient ſecurity for the
oreſaid rent, to be determined by two indifferent perſons, each party
ſing one. *And* it is further agreed by and between the ſaid *P. G.* The leſſor co-
d *J. M.* for themſelves, their executors, adminiſtrators and aſſigns, venants, that
at he the ſaid *P. G.* his heirs, executors, adminiſtrators or aſſigns, in about 30
ll endeavour within 30 years, or thereabouts, to procure or obtain years to pro-
om the crown a further leaſe, and then grant to the ſaid *J. M.* his cure a further
irs, executors, adminiſtrators and aſſigns, a further term of 10 years leaſe from the
d one half year, by leaſe or leaſes of the ſaid premiſſes, to commence crown, and
om the determination of the ſaid term of 49 years and one half year at then to grant
e rent of 140*l.* clear of all quit-rents, taxes and aſſeſſments whatſoever, his leſſee a
aforeſaid, and a proportionable rent for the aforeſaid one half year, further term.
ar as aforeſaid. *Provided nevertheleſs*, and upon this condition, That
e ſaid *J. M.* his, &c. ſhall pay unto the ſaid *P. G.* his, &c. one half The leſſee to
rt of the fine and expences of procuring ſuch further leaſe from the pay half the
own. *And* the ſaid *J. M.* for himſelf, &c doth covenant, &c. to fine to the
d with the ſaid *P. G.* his, &c. by, &c. That notwithſtanding the crown, &c. and
veral leaſes that may be granted of the ſaid premiſſes by virtue of theſe rent, &c. for
eſents, whereby the ſaid yearly ground rent will be divided and ſepa- the further
ted, yet the ſaid *J. M.* his, &c. ſhall and will yearly and every year, time, and col-
ring the full term of the leaſe granted, or to be granted, pay, or leſt rents for
uſe to be paid, duly and truly, the quit-rent to the crown, and like- leſſor during
iſe during the life of the ſaid *P. G.* and *E.* his wife, and the ſurvivor his and his
them, collect the ſaid yearly ground-rent of 140*l.* to be reſerved by wife's life.
ch ſeparate leaſes, and pay the ſaid yearly ground-rent ſo reſerved by
eſe preſents unto the ſaid *P. G.* his executors, adminiſtrators or aſ-
gns, as the ſame ſhall become due and payable according to the reſerva-
on thereof in theſe preſents contained, and the true intent and meaning
theſe preſents; it being the true intent and meaning thereof, that
uring the life of the ſaid *P. G.* and his ſaid wife, he the ſaid *P. G.* his
ecutors, adminiſtrators and aſſigns, ſhall not have the trouble of collect-
g the rent to be reſerved by ſuch ſeveral leaſes to be granted of the
emiſſes, by virtue of theſe preſents, of the leſſees to be named in ſuch
aſes, or of their aſſigns, but that the aforeſaid quit-rent ſhall be paid
the crown by the ſaid *J. M.* his, &c. and likewiſe the ſaid yearly
round-rent of 140*l.* to be paid to him the ſaid *P. G.* his, &c. during
e life of him and his wife, and the ſurvivor of them, as aforeſaid, by
ntire equal quarterly payments, as the ſame ſhall become due and paya-
e, according to the reſervation thereof in theſe preſents contained, ex-
ept the ſaid *P. G.* or his wife, or the ſurvivor of them; ſhall chuſe or
ndertake the doing of it themſelves; and in ſuch caſe they are not to
e obſtructed in the doing of it. *But notwithſtanding all this*, if the If the tenant
aid *J. M.* ſhall neglect or refuſe to depoſit the 100*l.* or will not give the refuſes to give
ecurity as above expreſt, and according to his promiſe, then theſe ar- ſuch ſecurity as
cles to be void and of no effect, or otherwiſe to remain in full force; aforeſaid,
nd this to be done before the ſigning of any leaſe. *In witneſs*, &c. theſe articles to be void.

An

An Agreement by a Carpenter and a Bricklayer for erecting a new Building in London *ſince the great Fire, according to the Act of Parliament for rebuilding* London.

Articles, &c. *Between A. B.* of, &c. of the one Part, and *C. D.* of, &c. Carpenter, and *E. F.* of, &c. on the other Part, as followeth, (that is to ſay,)

To build a meſſuage.

THE ſaid *C. D.* and *E. F.* for themſelves jointly and ſeverally, and for their and each of their executors, adminiſtrators and aſſigns, do covenant, &c. to and with the ſaid *A. B.* his, &c. as follows, that is to ſay, That they the ſaid *C. D.* and *E. F.* their executors, adminiſtrators, workmen or aſſigns, ſhall and will, for the conſideration after mentioned, at their or ſome of their proper coſts and charges, and with their or ſome of their own materials in good, firm and workmanlike manner, erect and build, or cauſe to be erected and built, one meſſuage or tenement, upon the toft, piece or parcel of ground, ſituate, &c. containing in breadth on the front 15 feet, or thereabouts, and in depth 41 feet, or thereabouts, lying between the meſſuage in the occupation of *J. B.* on the Eaſt ſide, and the meſſuage in the occupation of *K. L.* on the Weſt ſide; *Which* ſaid meſſuage ſhall contain one cellar, &c. and the ſame ſhall do, compleat and finiſh, or cauſe to be done, compleated and finiſhed, in good, ſtrong and workman-like manner, and with good, ſtrong and ſound bricks, mortar, timber and materials, with all bricklayers wotk, tylers work, carpenters work, ſmiths work, plumbers work, plaiſterers work, and glaziers work whatſoever, that is or ſhall be needful and convenient for the building, compleating and making habitable the ſaid meſſuage or tenement. That they the ſaid *C. D.* and *E. F.* their executors, adminiſtrators, workmen and aſſigns, ſhall and will do and perform all the ſaid bricklayers and tylers work, and carpenters work, and other works aforeſaid, with ſuch materials, of ſuch proportions. dimenſion and ſcantling, and in ſuch manner and form as is directed, limited and appointed in and by an act of parliament made in the 19th year of king *Charles* the Second, intitled, *An act for rebuilding the city of* London, and the ſcheme thereunto annexed for houſes of the firſt ſort of building, ſo to be builded and erected, or as is directed by any other act of parliament ſince made; and ſhall ſink and make a cellar under all the ſaid meſſuages eight feet deep, and ſhall, in ſuch convenient place in the ſaid cellar as the ſaid *A. B.* or his aſſigns ſhall direct, dig and make a vault ſix feet ſquare every way, or cleanſe, repair and amend the old vault there, and make the old vault of the ſame largeneſs, in caſe it be not ſo; and from the ſame new or old vault ſhall make and carry up a ſufficient brick funnel into the cellar, for an houſe of office, and make a convenient ſeat thereunto; and ſhall make good and ſubſtantial cellar windows to the ſaid cellar out to the ſtreet, with good and ſubſtantial iron bars to the ſame windows, the ſaid windows to be of ſuch largeneſs and form as the ſaid *A. B.* or his aſſigns ſhall direct; and ſhall pave the ſaid cellar with good bricks, and make a good ſtrong pair of ſtairs out of the ſtreet thereunto, with good dry elm planks, about

The room therein to be contained.

To purſue the act for building.

The cellar.

An houſe of office in the cellar.

Cellar windows.

Pavement.

Stairs.

bout three feet and a half wide, with a good ſtrong plank and door to he ſaid ſtairs, and ſtrong iron bolts to the ſaid door: *And* ſhall in ſuch nnvenient place in the firſt room or ſhop, over the ſaid cellar, as the aid *A. B.* or his aſſigns ſhall appoint, make a good pair of ſtairs of two eet eight inches wide at the leaſt, with elm boards into the ſaid cellar, nd a door well framed and planed and hung at the head of the ſaid lairs, with an iron latch and catch thereunto; *And* ſhall make and pre- Leaden gutter.
are a place for a leaden gutter to be laid in the moſt convenient place etween the ſaid ſhop and cellar, for carrying the water from the itchen and yard belonging to the premiſſes, and from the ſink of the aid *A. B.* next to the ſtreet. That they ſhall make the firſt or ſtreet The ſtreet
loor to the ſaid meſſuage with two leaves of good whole dry deal, well door.
ramed and lined, hung with good hinges, with a good upright bar and aple to it, with a flap and two ſtrong iron bolts over the ſame door; *nd* ſhall make good and ſubſtantial ſhop windows of good whole dry Shop windows.
eal, well glued, battened and lined with ſlit deal, with good and ſuffi- ient bars, hinges, ſtaples and pins fitting to the ſame, of ſuch form as he ſaid *A. B.* or his aſſigns ſhall direct; *And* ſhall carry up a ſtair-caſe The ſtaircaſe.
hrough the ſaid houſe, with an open newel-light, the ſky-light over he newel to be glazed, leaded and cemented; *The* ſtairs to be of ſuch ideneſs, and placed in ſuch convenient places, and in ſuch form as the aid *A. B.* ſhall direct; the ſaid ſtair-caſe to be made with rails, banniſ- rs and balls and pendants; *And* ſhall make ſtrong, handſome and ſuf- Doors to the
cient partitions and doors to every upper room or chamber, with iron chambers.
tches, catches and hinges to every door, the ſame doors to be made f good dry deal, glued and battened; *And* alſo one convenient chim- Chimnies.
ey to every of the ſaid upper rooms, of ſuch dimenſions, depth and idneſs, and place the ſaid partitions, doors and chimnies in ſuch laces, ſort and manner as the ſaid *A. B.* or his aſſigns ſhall direct; *And* Back window
ſhall make a handſome tranſome window to the back part of the ſhop, to the ſhop.
ith two iron caſements, there, and well glazed, with good ſhutters to ie ſame, of whole deal, glued, lined, battened and hinged with good id ſubſtantial hinges; and a handſome ſtrong door into the yard, of A back door.
hole deal, well ſmoothed, glued, battened and hinged, with good olts to the ſame, and a glaſs window over the ſaid door, with good on bars; the ſame windows to be of ſuch largeneſs and dimenſions as ie ſaid *A. B.* or his aſſigns ſhall direct. That they ſhall put one ſtrong Lock to the
ck with a key to the fore door of the ſaid meſſuage, of 8*s.* price at the fore door.
aſt, and make and put up in front, even with the fore chamber over ie ſhop, one fair balcony 10 feet long, of good wrought iron, and not Balcony.
ſt iron; *And* ſhall make one handſome pair of doors of oak, four feet ide at the leaſt, with a handſome glaſs window on the top of the ſaid Windows.
oors to go into the ſaid balcony, and on each ſide of the ſaid balcony- indow, a convenient two light tranſome window; and ſhall make a Pediment for
ndſome pediment in the brick wall, over the balcony, to place a ſign a ſign.
, as the ſaid *A. B.* or his aſſigns ſhall direct; and ſhall make in the o next ſtories forwards a tranſome window to each room, four feet d a half wide, or thereabouts, of a proportionable depth; and on ch ſide of the ſaid window make two light tranſome windows, uni- rm with the windows underneath; *And* to all the back chambers a ſix- Chamber win-
ght tranſome window in the rear of every chamber, and a four-light dows.
an.ome window on the Eaſt ſide of every of the ſaid back rooms: the

frames

frames of all the ſaid windows to be good dry oaken timber, well wrought and planed, and placed as the ſaid *A. B.* or his aſſigns ſhall direct; *And* ſhall make a good ſtrong iron caſement to the third ſtory window to the front, with a good ſtrong lock to the ſame, and an iron rod in the middle thereof; the ſame caſement to be of ſuch largeneſs every way as the ſaid *A. B.* or his aſſigns ſhall direct; and ſhall make a good iron caſement to ſuch of the ſaid two-light tranſome windows in the ſaid third ſtory, on the front, as the ſaid *A. B.* or his aſſigns ſhall direct; and alſo ſhall make a good iron caſement to the four-light window in the fourth ſtory to the front, and to every window in the rear; *All* the windows to the front rooms up one pair of ſtairs to have ſufficient and ſubſtantial iron bars; *And* ſhall make one good clear-ſtory three-light lucern window to the fore garret, and a three-light clear-ſtory window to the back garret, the frames to be of oak, with an iron caſement in each garret window. That they ſhall plaiſter and ciel in workman-like manner, with good lime and hair, all the walls, partitions and cielings of every room of the ſaid houſe, and in every other place neceſſary, except the cellar; and ſhall lay all the floors with good old dry deals, ſmoothed and cloſe jointed; and ſhall cover the uppermoſt rooms backwards, or back garret, with good lead, which lead ſhall weigh eight pounds and a half the foot, at the leaſt; and make a brick-wall on the back part, and on each ſide of the ſaid leads three feet high, and cover the ſaid wall with a coping or campſhot of good ſound oak timber: and ſhall cover the fore garret of the ſaid houſe with plain tyles; and make convenient gutters of lead to carry the water from the ſaid roof and leads into the ſtreet, and bring the ſame with a convenient pipe to the ground; and ſhall raiſe the ground-floor of the ſaid meſſuage a convenient height above the ſtreet, ſo that there may be a ſtone ſtep of ſeven inches high, or more, as ſhall be convenient, at the ſtreet door; and raiſe every other ſtory proportionable, according to the acts of parliament in that behalf; *And* ſhall build the front of the ſaid houſe with good rubbed bricks; and carve off the roof with cantilivers and cornices; and ſhall paint all the window-frames, window-caſements, out-doors and door-caſes, cantilivers and cornices of the ſaid houſe, and all other places neceſſary, with good colours well laid in oil; *And* glaze all the windows and all the front upper rooms or chambers, and front garrets, and the back windows of the ſhop, with good ſquare glaſs well leaded, and all the rear and back windows, except the ſhop, with quarries well leaded. The ſaid *C. D.* and *E. F.* for themſelves and either of them, their and either of their executors, adminiſtrators and aſſigns, do by theſe preſents covenant, promiſe and grant to and with the ſaid *A. B.* his executors, adminiſtrators and aſſigns, as followeth, *viz.* That the ſaid houſe, and all and every the premiſſes, ſhall be in all things, as aforeſaid, fully and wholly done, compleated and finiſhed, on, by or before the 29th day of *September* now next enſuing; *And* if it ſhall happen the ſaid work, or any part thereof, ſhall not be compleated and finiſhed according to the true intent and meaning of theſe preſents, by the 20th day of *October* next enſuing, that then alſo and from thenceforth, they the ſaid *C. D.* and *E. F.* their executors and adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *A. B.* his executors, adminiſtrators or aſſigns, the ſum of 10*s.* ſterling by the day, for every day which the ſaid work and building, or any part thereof,

Plaiſtering and ceiling.

Flooring.

Covering.

Leaden gutters.

Raiſing the floor.

The front.

Roof.

Painting.

Glazing.

Time of finiſhing the houſe.

Forfeiture if not finiſhed.

hereof, ſhall ſo remain and be unfiniſhed and uncompleated; *And* that he ſaid *C. D.* and *E. F.* their executors or adminiſtrators, ſhall and ill from time to time, and at all times hereafter, well and ſufficiently ve and keep harmleſs and indemnified the ſaid *A B.* his executors, dminiſtrators and aſſigns, and every of them, and the ſaid meſſuage, nd all and every his and their other lands, tenements and hereditaments, oods and chattels, of and from all fines, pains, penalties, puniſhments nd forfeitures whatſoever contained in the ſaid acts of parliament, or ny of them, for or by reaſon of any irregularity which ſhall happen in he ſaid building, or any part thereof. contrary to the ſaid acts of parament, or any of them, for or touching the rebuilding the city of *ondon*; and of and from all ſuch actions, ſuits, charges, troubles and amages which he the ſaid *A. B.* his executors, adminiſtrators or aſgns, may happen to incur or be put unto or ſuſtain for or by reaſon ereof: *In conſideration* of which ſaid work, materials and buildings to e done and performed in manner and form aforeſaid, the ſaid *A. B.* for imſelf, &c. doth covenant, &c to pay and ſatisfy unto the ſaid *C. D.* nd *E. F.* their, &c. after the rate and price of 64*l.* the ſquare for very ſquare of the ſaid building; the ſaid money, after the rate aforeid, to be paid as followeth, *that* is to ſay, when the floor over the celr is laid 50*l.* thereof; *when*, &c. *As* to the reſt, and when all the id work and building ſhall be wholly done and finiſhed in all things, cording to the true intent and meaning of theſe preſents, all the reaining money that ſhall be due for the ſame, at the rate of 64*l.* the uare as aforeſaid. *In witneſs*, &c.

To ſave harmleſs from the acts touching building.

Payment for the building.

nother Agreement for building Houſes to make a new Street in London, *purſuant to Act of Parliament.*

Articles, &c. *Between A. B.* of, &c. and *C. D.* of, &c.

WHEREAS the ſaid *C. D.* hath undertaken to build on a certain piece or parcel of ground, ſituate in a new ſtreet deſigned to be ilt by the ſaid *A B.* and to be called *A.* ſtreet, parcel of the ground longing to a houſe called, &c. *viz.* in and upon all the piece or parl of ground, lying on the Eaſt ſide of *A.* ſtreet, containing 32 feet in ont to the ſaid ſtreet, and in depth Weſt to Eaſt 50 feet of aſſiſe more leſs, and abuts Weſt on the ſaid ſtreet, North on ground demiſed by e ſaid *A.* South on other ground of the ſaid *A.* and Eaſt on a ſtreet tended to be built, &c. *Now* it is covenanted, &c. by and between, c. in, &c. *viz.* Firſt the ſaid *C. D.* &c. with the ſaid *A. B.* &c that the ſaid *C. D.* &c. ſhall and will at his and their own proper coſt, c. build, &c. ſo much building on the ſaid piece or parcel of ground, uate in a new ſtreet, as ſhall take up in a continued building the whole ont of the ſaid ground next *A.* ſtreet aforeſaid, and in depth to conin not leſs than 30 feet in building, with ſuch proportions of brick, d ſuch ſcantlings of timber, heights and number of ſtories as hereafter limited and appointed, *viz.* The cellars and all other ſtories of the id buildings, to be of ſuch heights as is ſet forth for the ſecond rate of ildings in a late act of parliament for rebuilding the city of *London*,

Undertaking to build on certain ground.

Covenant to build at his own charge.

Proportions and ſcantlings.

Thickneſs of the walls.

the fore fronts and back fronts to be two bricks and a half thick to the top of the cellar floor; the firſt and ſecond ſtories to be two bricks in thickneſs, the third ſtory above ground to be one brick and a half in thickneſs, and the garrets one brick in thickneſs, the partition walls between houſe and houſe to be two bricks in thickneſs at the leaſt, to the top of the cellar ſtories, and from thence to the garret floor to be one brick and a half in thickneſs at the leaſt, and above the garret floors one brick in thickneſs, the brick work in the fore fronts to be wrought with ſtock bricks not rubbed, the ſtraight arches in the front to be a brick and a half, and to rub the bricks round the jambs of the window in the brick work of the fore fronts, and to work a faſia at every ſtory of each houſe in the front with *O. G.* at the foot of it: that the ſaid brick ſhall be a good, ſufficient well burnt brick, and the mortar well wrought and tempered, and made of good lime and ſand or ſuch other ſtuff as the ſaid *A. B* or his ſurveyors ſhall appoint; that there ſhall be a balcony of wood or iron to the front of every houſe which ſhall not project more or leſs than three feet and a half beyond the upright of the ſaid houſes, with cantiliver cornice all along the ſaid front to *A.* ſtreet, according to a model thereof to be ſigned by the ſaid *A. B.* or his ſurveyors on the behalf of the ſaid *A. B.* which cantiliver cornice ſhall be kneeled as the ſaid *A. B.* or his ſurveyors ſhall appoint; that there ſhall be, &c. *(deſcribing the particulars.)* *And* that no timber be laid within 12 inches of the foreſides of the chimney jambs, and that all joices on the back of any chimney be with timber at ſix inches diſtance from the back, and that no ſummers or girders ſhall lie over the heads of any doors or windows, and that all the ends of timber that lie in the walls ſhall be laid in loom, that all mantle trees ſhall be of oak timber, and not leſs than ſeven and nine inches; that the taſſels ſhall be of oak three inches thick, and to reach within four inches of the back of the chimney, &c. *And* the ſaid, &c. that he, &c. ſhall and will allow and pay unto ſuch perſon or perſons as ſhall build any party-walls, one moiety of all ſuch charges as he ſhall lay out and expend in making the ſame; *And* ſhall and will pay to the ſaid, &c. ſo much in proportion according as the ſaid front ſhall amount unto for making the common ſewer in *A.* ſtreet, within three months after the ſame ſhall be made; the charges to be aſcertained by *L.*'s ſurveyor; *And* alſo ſhall and will make drains from the ſaid houſe or houſes into the ſaid ſewer, and that no houſe of office ſhall have iſſue into the ſame: *And alſo* ſhall level and pave the ſaid ſtreet, ſo far as to the middle of the ſame, all along ſo far as the ſaid front extends, as by the ſaid ſurveyor ſhall be ſet out, and ſhall pave all along the ſaid ground four feet in depth, from the upright of the ſaid walls of the ſaid building, with *Purbeck* or *Swindon* ſtone, deſcending one inch at leaſt, from the wall, and ſet up oaken poſts of ſeven inches ſquare, and three feet and half above the ground, 12 feet each from the other, all along before the ſaid ground in the ſtreet at five feet diſtance from the upright of the ſaid wall; *And* make kennels all along the ſaid ſtreet, next the ſaid poſts, and cauſe all the rubbiſh, &c. *And* the ſaid *C. D.* doth, &c. that if the ſaid *C. D.* his, &c. ſhall do any act or thing, relating to the ſaid buildings contrary to the tenor and intent of the ſaid articles and agreements, and the ſame ſhall be ſo adjudged by the commiſſioners appointed by his lordſhip, that then after notice given to the ſaid *C. D.* &c. by the ſurveyor of the ſaid earl, &c. or any perſon

Brick well burnt.

Balcony.

No timber to be near the chimnies.

Builder to allow for party-walls and for common ſewers.

Drains.

Level and pave the ſtreet.

Poſts in the ſtreet.

Kennels.

Things done contrary to agreement to be determined by commiſſioners.

erſon lawfully authorized by him or them, he the ſaid *C. D.* &c. ſhall
id will pay unto the ſaid earl, &c. 10*s.* a week, for every week the
me continues unreformed. *And* if any difference ſhall ariſe between
m the ſaid *C. D.* &c. and any other tenants of the ſaid earl, touching
ıy party-wall or otherwiſe concerning the premiſſes, that the ſaid *C. D.*
all and will refer the ſame, and ſtand to the award and arbitrament of
ıe ſaid earl, concerning the ſame; and likewiſe ſhall and will permit
ıd ſuffer the ſaid earl, his, &c. and his and their aſſigns, officers and
rvants, with workmen or others, at convenient times in the day-time,
enter and come into and upon the premiſſes, to view, ſearch and ſee
hether the premiſſes aforementioned do proceed and be finiſhed accord-
g to the agreement before in theſe preſents contained: *And alſo* that
ıe ſaid houſes ſhall be well and ſufficiently glazed, tiled and plaiſtered,
ıd in all things well and compleatly finiſhed with brick, carpenters,
aiſterers, ſmiths, glaziers, plumbers and painters work, and in all
ings made fit for habitation and dwelling, whether herein mentioned
omitted, or not rightly mentioned, at or before, &c. *And* that the
id earl after the ſame time, in caſe one half of the ſaid building be not
ilt, ſhall have power to enter and wholly avoid this preſent contract:
nd the ſaid earl, &c. doth covenant, declare and appoint that the firſt
ilder ſhall have full power to ſet the one half of any party-wall or
nce wall or party rafter or party-gutter, upon the ground or building
f the next builder, and that the next builder ſhall pay to him the moie-
y or half-charge of all and every ſuch party-walls, fence-walls or party-
ıfter or party-gutter, according to the true value thereof, ſo ſoon as
he ſame ſhall be made uſe of: *And* the ſaid earl, &c. doth covenant,
rc. that the ſaid earl, &c. ſhall and will on or before, &c. take off and
ear all buildings whatſoever, ſo as the ſeveral ſtreets in a certain model
f the ground belonging to *A.* houſe ſhall be cleared and ſet out accord-
ıg to the dimenſions therein expreſſed, except in the croſs-ſtreet called
I. ſtreet, which ſhall be cleared and done on or before, &c. *And alſo*
hat he the ſaid earl, &c. ſhall and will, in all places in the ſaid ground
ı his own hands or occupation, bear all ſuch charges of paving, level-
ng, making of ſewers, or otherwiſe make and do the ſame according to
is proportion in the ſame, as in theſe preſents are, &c. on the part and
ehalf of the ſaid *C. D.* &c. and alſo that he the ſaid earl ſhall and will,
t or before *Michaelmas* now next enſuing, take in and wall, with a
ood and ſufficient wall, 40 feet of the ſoil of the river of *Thames*, and
nake commodious and good ſtairs down to the ſaid river at the South
nd of *A.* ſtreet and *S.* ſtreet. *And laſtly*, the ſaid earl for, &c. that
ıe, &c. ſhall and will, within a month after the firſt floor above ground
f the ſaid building ſhall be built, upon notice to him or them given,
nake unto the ſaid *C. D.* &c. one or more good and ſufficient leaſe or
eaſes in law, with convenient covenants of all and ſingular the ſaid par-
el of ground hereby mentioned to be built, for and during, &c. ren-
dering a pepper-corn for the firſt year, and 10*l. per ann.* payable by equal
portions half-yearly for the laſt 40 years. *In witneſs*, &c.

Differences between tenants to be awarded by the landlord.

Liberty to ſee how the work goes on.

The premiſſes to be made fit for habitation before ſuch a day.

In what caſe this contract to be void.

Firſt builder to ſet a party wall.

The landlord to take off all buildings.

The landlord to bear all charges of paving his own ground.

Wall at the river ſtairs.

Landlord to make leaſes, rendering a pepper-corn for the firſt year and 10*l.* yearly the other 40 years.

An Agreement that on finiſhing the Building of two Houſes to grant a Leaſe of a Piece of Ground, and the Builder is to lay out in ſuch Buildings a certain Sum, of which he is to produce a juſt Account.

Articles, &c. *Between J. L.* of, &c. Gent. of the one Part, and *J. H.* Citizen and Joiner of *London*, of the other Part.

THE ſaid *J. L.* for and in conſideration of the rents, covenants, conditions and agreements, to be paid, done and performed on the part and behalf of the ſaid *J. H.* as herein after mentioned, *Doth* by theſe preſents for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *J. H.* his executors, adminiſtrators and aſſigns, in manner following, *viz.* That he the ſaid *J. L.* his heirs or aſſigns, ſhall and will, at or upon the erecting, building, compleating and finiſhing of two meſſuages or tenements in and upon the ground and premiſſes hereafter mentioned, or within 20 days next afterwards, at the requeſt, coſts and charges in the law, of the ſaid *J. H.* make and execute unto him the ſaid *J. H.* or to ſuch other perſon as he ſhall appoint, a good and ſufficient leaſe, whereby he the ſaid *J. L.* his heirs or aſſigns ſhall demiſe and let unto the ſaid *J. H.* or his aſſigns, *All* that piece or parcel of ground, ſituate, lying and being on the Weſt ſide of *B. Field*, in the pariſh of *S.* in the county of *M.* containing in breadth or front from North to South —— feet or thereabouts, little more or leſs, and in depth from Eaſt to Weſt —— feet or thereabouts, be the ſame little more or leſs, abutting Eaſt upon *B. Field* aforeſaid, and is bounded Weſt, North and South, upon or by lands, meſſuages or tenements, belonging to, or of the eſtate of or in the tenure, occupation or poſſeſſion of *J. T.* his undertenants or aſſigns; *To hold* to the ſaid *J. H.* his executors, adminiſtrators or aſſigns, from —— day next enſuing the date hereof, for and during, and unto the full end and term of 60 years from thence next enſuing, and fully to be compleat and ended; *Yielding and paying* therefore unto the ſaid *J. L.* his heirs or aſſigns, for the firſt year of the ſaid term the rent of a pepper-corn, if the ſame ſhall be lawfully demanded, and for the laſt 60 years, remainder of the ſaid term of 61 years, the yearly rent or ſum of 3*l.* payable quarterly, and that free and clear of all manner of taxes and aſſeſſments whatſoever, charged or to be charged by authority of parliament, or otherwiſe howſoever, on the four moſt uſual feaſts or days of payment of rent in the year, that is to ſay, &c. *In* which leaſe or demiſe ſhall be contained uſual covenants, as well on the part and behalf of the leſſor as leſſee; he the ſaid *J. H.* his aſſigns, duly executing a counterpart of ſuch leaſe. *The* ſaid *J. H.* in conſideration of ſuch leaſe as aforeſaid, doth covenant, promiſe and agree, to and with the ſaid *J. L.* his heirs and aſſigns, that he the ſaid *J. H.* his executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will, by, or before the feaſt of, &c. next enſuing the date of theſe preſents, lay out, diſburſe and expend the full ſum of 120*l.* of, &c. in the erecting, building, ſetting up and finiſhing in a good and workman like manner, two new good and ſufficient meſſuages, tenements or dwelling-houſes, in and upon the ſaid piece or parcel of ground

Covenant that on finiſhing a building,

to make a leaſe of a piece of ground.

Habendum.

Reddendum.

Covenant to lay out 120*l.* in building two houſes.

ound hereby agreed to be demiſed and leaſed as aforeſaid, of ſuch oper dimenſions and with ſuch conveniencies and neceſſaries as ſhall be quiſite and fitting, and ſhall and will within 14 days next after the d —— day of —— next enſuing, give and render unto the ſaid *J.* and to give in , his heirs or aſſigns, a true account in writing under his hand, for a true account at ſhall have been by him the ſaid *J. H.* his executors, adminiſtrators of ſo much at aſſigns, ſo laid out in building of the ſaid two meſſuages or tene- leaſt being ex- ents, for the evidencing that the ſaid ſum of 120*l.* at leaſt, ſhall have pended. en actually laid out and expended according to the true intent and eaning of theſe preſents: *And alſo* that he the ſaid *T. B.* on the mak- g of ſuch leaſe to him as aforeſaid, ſhall then duly execute a counter- rt thereof: *And* for the true performance, &c. *(Penalty.)* *In* Penalty. *itneſs*, &c.

rticles touching building a Work ſhop over Coach-houſes belonging to an Inn, with a Leaſe of ſaid Shop, and Liberty of Ingreſs, and a Covenant for a further Term if Leſſor obtains a new Leaſe.

rticles of Agreement, &c. *Between W. B.* of, &c. Innholder, of the one Part, and *G. H.* of, &c. Merchant, of the other Part, as followeth, *viz.*

HE ſaid *W. B.* (in conſideration of the yearly rent, covenants and agreements herein after reſerved and contained, to be paid, done The innholder id performed by the ſaid *G. H.* his executors, adminiſtrators and aſ- covenants that gns, in ſuch manner as herein after is mentioned and expreſſed,) *Doth* a cabinet-ma- r himſelf, his executors, adminiſtrators and aſſigns, covenant, pro- ker's work- iſe and agree, to and with the ſaid *G. H*, his executors, adminiſtrators ſhop may be id aſſigns, by theſe preſents, That it ſhall and may be lawful to and built over his r the ſaid *G. H.* his executors, adminiſtrators or aſſigns, at his or their coach-houſes. wn proper coſts and charges, forthwith to erect, build and finiſh over id above the three coach-houſes, now ſtanding in the yard belonging the meſſuage or inn, now in the occupation of the ſaid *W. B.* ſituate the pariſh of St. *J.* aforeſaid, one ſhop or work-room with proper afxings and conveniencies for the coming and going into and from the me, fit and proper for the working and carrying on the trade or buneſs of a cabinet maker only therein, in ſuch manner as he or they ſhall ink fit; provided, and ſo as all damage occaſioned to the ſaid coachouſes thereby, be forthwith repaired and made good at the charge of he ſaid *G. H.* his executors or aſſigns; *And* he the ſaid *W. B.* for the A leaſe of ſuch onſiderations aforeſaid *hath*, and by theſe preſents *doth* demiſe, leaſe, ſhop. et and to farm let unto the ſaid *G. H.* the ſaid ſhop or work-room, ſo ntended to be built as aforeſaid, with its appurtenances, together with Liberty of inhe free liberty of ingreſs, egreſs, regreſs, way and paſſage for every cabi- greſs, egreſs et-maker, who during the term hereby demiſed, ſhall be a tenant of the and egreſs, &c. aid ſhop, and his and their ſervants, friends and cuſtomers, at all times rom the hours of ſeven o'clock in the morning till eight in the evening, laily, during the continuance of the term hereby demiſed, to come, go, paſs or repaſs, into and from the ſaid ſhop, in, by and through the uſual ways of the ſaid inn and yard thereto belonging, without any let

or

or interruption of the ſaid *W. B.* his executors, and adminiſtrators and aſſigns, or his or their tenants or ſervants; *To have and to hold* the ſaid ſhop or work-room, with its appurtenances, unto the ſaid *G. H.* his executors, adminiſtrators and aſſigns, from the feaſt day of —— next the day of the date hereof, for and during, and unto the full end and term of, &c. and fully to be compleat and ended; *Yielding and paying* therefore yearly and every year, during the continuance of the ſaid term, unto the ſaid *W. B.* his executors, adminiſtrators and aſſigns, the yearly rent or ſum of 5*l.* of lawful *Britiſh* money, on the four moſt uſual feaſts or quarter-days following, *viz.* at, &c. or within 14 days next after every of the ſaid quarter-days, by four even and equal proportions; the firſt of which quarterly payments to begin and to be made on the feaſt day of —— now next enſuing the date hereof. The ſaid *G. H.* in conſideration of the demiſe herein before made to him of the ſaid premiſſes as aforeſaid, *doth* for himſelf, his, &c. covenant, &c. to and with the ſaid *W. B.* his, &c. by, &c. in manner as follows, that is to ſay, that he the ſaid *G. H.* his, &c. ſhall and will, during the continuance of the ſaid term well and truly pay, or cauſe to be paid, unto the ſaid *W. B.* his, &c. the ſaid yearly rent or ſum of 5*l.* of ſuch lawful money as aforeſaid, upon the ſeveral feaſts or quarter-days herein before mentioned and appointed for payment thereof, or within 14 days next after every quarter-day, according to the reſervation thereof, as aforeſaid, and the true intent and meaning of theſe preſents; *And* that he the ſaid *G. H.* his executors, adminiſtrators or aſſigns, at his and their own proper coſts and charges, ſhall and will forthwith erect, build and finiſh, over and above the ſaid three coach-houſes, a good and ſubſtantial ſhop or work-room, fit and proper for a cabinet maker to work in, with ſuch affixings and other conveniencies for going to and from the ſame as aforeſaid, and ſhall in no ways build the ſame, whereby to occaſion any hindrance, detriment or damage to the ſaid *W. B.* his executors or aſſigns, from the having, enjoying, uſing or letting the ſaid coach-houſe or any of the ſtables belonging to the ſaid inn. *And alſo* that the ſaid *G. H.* his executors or aſſigns, at his or their like charge, ſhall pay and make good all damages whatſoever, which ſhall be occaſioned to the ſaid coach-houſes and other the premiſſes of him the ſaid *W. B.* as well on account of the preſent erecting of ſuch building, as alſo on account thereof, which ſhall or may at any time hereafter be occaſioned thereby, during the continuance of this demiſe; *And alſo* that he the ſaid *G. H.* his executors or aſſigns, at his and their like charge, ſhall and will uphold, maintain and keep the ſaid ſhop, erection and building, ſo to be made as aforeſaid, in good and ſufficient repair during the continuance of the ſaid term, and at the end or other ſooner determination thereof, peaceably and quietly leave and yield up the ſame unto the ſaid *W. B.* his executors, adminiſtrators or aſſigns; *And further*, that the ſaid ſhop or work-room, ſo to be built as aforeſaid, or any part thereof, ſhall not at any time during the term hereby demiſed, be uſed or employed by any perſon or perſons in any other trade or buſineſs whatſoever, (other than and except only as and for the trade or buſineſs of a cabinet-maker;) *And* that he the ſaid *G. H.* his executors, tenants or aſſigns, ſhall not, nor will, without the conſent of the ſaid *W. B.* his executors or aſſigns, firſt had in writing for that purpoſe, permit or ſuffer any carts, horſes, or other carriages whatſoever, to come into the ſaid yard of

Habendum.

Reddendum.

The leſſee covenants to pay the rent,

and to build the ſaid ſhop;

but not ſo as to be a detriment to the coach-houſes, &c. and the damages thereto to make good.

Repairs of the ſhop.

The ſhop to be for no other trade.

At what time carts, &c. to come or go from the ſhop.

the ſaid inn with, or carry any goods or wares to and from the ſaid
ended ſhop, from before the hours of eleven in the morning, not after
ée in the afternoon, during the continuance of this demiſe; *Nor* Liquors not to
ll or will permit or ſuffer any beer, ale, brandies or other ſtrong liquors be ſold in the
atſoever, to be brought into, and ſold or vended in the yard of the ſaid ſaid ſhop, &c.
, or in the ſaid cabinet-maker's ſhop ſo to be built as aforeſaid, but by the leſſee.
at ſhall be ſo ſold or vended by the ſaid *W. B.* his executors, adminiſ-
tors or aſſigns, from the ſaid inn, during the continuance of this de-
ſe. *Provided always nevertheleſs*, and theſe preſents are upon this expreſs Proviſion for
dition, and it is hereby mutually agreed and declared by and between re-entry in
parties hereunto, and the true intent and meaning of them and of theſe caſe of non-
ſents, is, that in caſe the ſaid yearly rent of 5*l.* or any part thereof, payment of
ll happen to be behind or unpaid, in all or in part, by the ſpace of 14 rent;
ys next after any of the ſaid quarter-days whereon the ſame ought to
paid as aforeſaid, (being lawfully demanded); *Or* in caſe he the ſaid or breach of
H. his executors, adminiſtrators or aſſigns, ſhall make any breach of tenant's cove-
or any of the covenants herein before contained on his and their part nants;
be paid and performed; then and from thenceforth, in either of the
ſes aforeſaid, it ſhall and may be lawful to and for the ſaid *W. B.* his
ecutors, adminiſtrators and aſſigns, or any of them, into the ſaid
reby demiſed premiſſes, or any part thereof, in the name of the
ole, whole to re-enter, and the ſame to have again, repoſſeſs and
joy, as in his or their former eſtate; *And* the ſaid *G. H.* his execu-
rs, adminiſtrators or aſſigns, and all other occupiers of the premiſſes,
om thence utterly to expel, amove and put out; this indenture or any
ing herein contained to the contrary thereof in any wiſe notwith-
nding. *And* the ſaid *W. B.* for himſelf, his executors, adminiſtra- That the te-
rs and aſſigns, and for every of them, doth further covenant, promiſe nant paying
d agree to and with the ſaid *G. H.* his executors, adminiſtrators and rent, &c. ſhall
igns, by theſe preſents in manner as follows, *viz.* That he the ſaid peaceably en-
H. his executors, adminiſtrators and aſſigns, (paying the ſaid yearly joy.
nt of 5*l.* and performing and keeping all and every the covenants and
greements aforeſaid, which on his and their parts and behalf are to be
aid, done, performed and kept), ſhall and may peaceably and quietly
ave, hold, occupy, poſſeſs and enjoy, all and ſingular the hereby de-
iſed premiſſes, without any let, ſuit, trouble, eviction, ejection, mo-
ſtation, interruption or diſturbance whatſoever, of or by him the ſaid
B. his executors, adminiſtrators or aſſigns, or of, or by any other
erſon or perſons whomſoever, lawfully claiming or to claim the ſame,
y, from or under him, them, or any of them, or by or through his,
heir or any of their acts, means, neglect, default, conſent or procure-
ent; and that freed and diſcharged or otherwiſe, by the ſaid *W. B.* Free from
is executors, adminiſtrators or aſſigns, well and ſufficiently ſaved, kept ground-rent.
armleſs and indemnified, of and from all ground-rent due or payable,
r to grow due or payable to any ſuperior landlord or landlords of the
remiſſes, for or in reſpect thereof or any part thereof. *And laſtly*, Covenant for a
that in caſe he the ſaid *W. B.* his executors, adminiſtrators or aſſigns, further term,
hall at any time hereafter, before the expiration of his preſent leaſe, if the leſſor
procure or obtain, from the preſent or any future ground landlord or obtains a new
andlords of the ſaid inn and hereby demiſed premiſſes, a new leaſe leaſe.
hereof, to him or them for any further term or terms of years; then,
and in ſuch caſe he the ſaid *W. B.* his executors, adminiſtrators or aſ-

ſigns,

ſigns, ſhall and will at any time before the expiration of the demiſe hereby made, at the requeſt and charge of the ſaid *G. H.* his executors, adminiſtrators or aſſigns, within one month next after ſuch requeſt, make and grant a new leaſe without any fine, fee or reward, of all and ſingular the ſaid hereby demiſed premiſſes unto the ſaid *G. H.* his executors, adminiſtrators or aſſigns, for any further term of years, not exceeding ——— years, to commence from the expiration of this preſent demiſe, at and under the ſame yearly covenants, proviſoes and agreements, as are herein reſerved and contained, (other than and except this laſt covenant) ſo as he the ſaid *G. H.* his executors, adminiſtrators or aſſigns, upon the making and delivering of ſuch new leaſe to him or them, do at the ſame time duly execute a counterpart thereof. *In witneſs*, &c.

An Agreement for building a new Court in one of the Inns of Court.

Articles, &c. *Between* the Honourable Sir *H. G.* Bart. Sir *J. B.* Knt. Sir *J. C.* Knt. *R. A.* Eſq; *ſenior*, *J. S. L. A. J. E ſenior*, *W. G. S. E. G. E. W. C.* and *F. H.* Eſqrs; Maſters of the Bench of the Honourable Society of *Lincoln's-Inn*, of the one Part, and *H. S.* of the ſame Society, Eſq; of the other Part.

H. S. ſeiſed.

WHEREAS the ſaid *H. S.* is ſeiſed of and doth claim to himſelf, by virtue of a title derived to him from the crown, or otherwiſe, the ſoil, freehold and inheritance to that open place of ground on the South and South-weſt ſide of *Lincoln's-Inn* walls, commonly known by the name of *Lincoln's-Inn Little-Fields*, or *Fickets-Fields*: *And* whereas

Diſputes

ſeveral diſputes and differences have lately ariſen between the ſaid maſters of the bench, on the behalf of the ſaid ſociety, and him the ſaid *H. S.* concerning the erecting of ſeveral buildings upon the ſaid ground;

ſettled.

Now for the ſettling and accommodating of the ſaid matters, it is agreed by and between the ſaid parties to theſe preſents in manner following: *It is agreed*, That ſo much of the ſaid ground as is herein after particularly abutted and bounded, (that is to ſay,) All that part of the ſaid ground from the walls of *Lincoln's-Inn* Southwards to the rail immediately before Sir *R. P.*'s buildings, running parallel with the way from the *Bell-Yard* end to *Plough Stables.Inn*, and from the ſpace of 10 feet diſtance from the houſes and walls on the Eaſtern part of the ſaid field, ſo far Weſtward as will run in a juſt parallel from North to South, with the corner of the baſe court-wall, and ſo far further as may run in a parallel line from North to South within eight feet of *Portugal-Row-End*, ſhall from time to time, and at all times hereafter, be diſpoſed of, and ſuch buildings only ſhall be erected thereupon, and the buildings erected ſhall be employed in manner only as hereafore is expreſſed. It is alſo agreed, That the ſaid *H. S.* his heirs or aſſigns, at his or their own proper coſts and charges, ſhall within three years next enſuing the date hereof, erect and build in and upon the ſaid parcel of ground ſo bounded out as aforeſaid, three ranges of buildings, (that is to ſay,) one row or range of the ſaid buildings to be erected on the Eaſtern part of the ſaid piece of ground, and to be extended from the South-weſt

Bounds of the new court in *Lincoln's-Inn*.

To be built at the proper charge of *H. S.* and in what manner.

corner

rner of the kitchen garden wall of the ſaid ſociety, on the North ſide the ſaid field, all along Southward to the diſtance of 60 feet from the ildings of Sir *R. P.* and the ſecond row or range of the ſaid buildings the Weſt part of the ground, to begin at the North end of the now rdener's houſe of the ſaid ſociety, and to extend Southward to the ſtance likewiſe of 60 feet, from the houſes on the South ſide of the ay from *Bell-Yard* to *Plough-Stables*, and to range with *Lincoln's-Inn* ng wall from *Turnſtile* to the ſaid gardener's houſe; and the third row range of the ſaid buildings on the Southern ſide of the ſaid field, d to extend from the end of the firſt row or range on the Eaſtern rt of the ſaid ground to the end of the ſaid ſecond row or range on e Weſtern part of the ſaid ground, and to range with the ſaid uſes on the South ſide of the highway from *Bell Yard* to *Plough-ables*, and 60 feet diſtance from the ſaid houſes; *And* that a con-nient, handſome and proportionable gate ſhall be made through the aſt end of the ſaid third range of buildings, to go under an arch to turned for that purpoſe; and that a gate ſhall be likewiſe made rough the North end of the ſaid ſecond range of buildings, to go t under an arch to be turned for that purpoſe; and that the ſaid uildings ſhall be erected three ſtory high, and no higher, and without garret; but the ſaid *H. S.* may make cellars if he pleaſes, and all the ors of the ſaid buildings ſo to be erected, ſhall be all of them made in e inſide of the ſaid intended buildings towards the intended quadran-le, and none of them on the outſide thereof. It is further agreed, hat the ſaid buildings, when erected, ſhall be employed and made uſe for chambers, for ſuch perſons as now are or hereafter ſhall be mem-ers of the ſaid ſociety of *Lincoln's-Inn*, or ſuch ſerjeants at law as have rmerly been of the ſaid ſociety, and for no other purpoſe whatſoever; nd that the ſame ſhall be liable in all manner of duties and payments, nd be regulated according to the ancient and ordinary orders of the aid ſociety, in ſuch manner as the preſent chambers of the ſaid ſociety re liable unto, except only the reſtrictions following, (that is to ſay,) s to ſuch of the ſaid chambers as ſhall be built upon the ſaid piece of round, part of *Little Lincoln's-Inn Fields*, or *Fickets Fields* aforeſaid, hat he the ſaid *H. S.* his heirs and aſſigns for ever, ſhall from time to ime, and at all times hereafter, have the ſale of the ſaid chambers, in rder thereunto, by ſome deed or writing under his or their hands and eals, ſhall from time to time for ever aſſign, nominate and appoint ſuch erſon and perſons members of the ſaid ſociety, or ſerjeants at law, who ave been members of the ſaid ſociety, who ſhall enjoy the ſaid cham-ers reſpectively; which ſaid perſon and perſons from time to time, ſo o be nominated, aſſigned and appointed, and no other perſon or per-ons whatſoever, ſhall be admitted to the ſaid chambers reſpectively by he maſters of the ſaid bench of the ſaid ſociety, without paying any manner of fine, or other ſatisfaction to the ſaid ſociety for ſuch their dmittance, other than the uſual fees to the officers of the ſaid ſociety pon admittances into chambers, and the uſual fines to the houſe pon ſurrenders of chambers, that is to ſay, 10*l.* for a ground chamber, r a chamber up one pair of ſtairs; 8*l.* for a chamber two pair of ſtairs, nd 20 nobles for a chamber three pair of ſtairs: And the maſters of the ench for the time being ſhall have no power to refuſe or delay admit-ng of any perſon or perſons who ſhall be ſo nominated upon ſuch nomi-nation

For the uſe of the ſociety of *Lincoln's-Inn*, &c. and ſubject to their go-vernment.

The chambers to be ſold by *H. S* but the admittances to by the bench of *Lincoln's-Inn.*

The fines of admittance.

nation of him or them, paying the fees or fines aforesaid; And that no fine or income shall be paid to the said society for each first admittance to the said respective chambers; And that no chamber or chambers so to be built shall be liable to any common arrears or duties longer than the same shall be in the possession of the person or persons who shall owe the same to this society: And as to such of the said chambers as shall be built upon the ground or soil now belonging to the said society, it is agreed between the said masters of the bench and the said bench, and the said *H. S.* that the said *H. S.* shall have six several assignments for the successive lives of six several persons, to be named by the said *H. S.* his heirs or assigns successively as the lives fall, without paying any fine or income to this society for the same, other than what is to be paid for the said new erected chambers on the said ground of *Fickets Fields* aforesaid. *And* that the said *H. S.* his, &c. shall and will, at his and their like proper costs and charges, erect a good and sufficient brick wall, a brick and a half thick, and ten feet high, to run Southward from the South end corner of the said kitchen garden wall, and range equal with the buildings on the East side of the said fields, ten feet distance from the same towards *Bell-Yard*, and to extend to that place which shall range equally with the outside of the third range of buildings, and from thence to go again in a direct line to the South East corner of the said new buildings, in the latter part of which said new wall shall be a sufficient gate place, and a sufficient gate set up for all sorts of carts and carriages to go in and out thereat. *And further*, That the said *H. S.* &c. shall and will, at such their costs and charges, erect and build a good and sufficient bog-house, or house of office, for the use of the said society, and a sufficient house for the gardener of the said society, to be built between the backside of the said first range of buildings and the said new wall; and that part of the same ground shall be made use of for a laystall for ever for this society: *In consideration* whereof he the said *H. S.* his heirs, executors, administrators and assigns, shall have all the brick, timber, and other materials of the present bog-house and gardener's house, and of so much of the walls of the said society as shall be necessarily pulled down and removed in order to the buildings aforesaid. *And further*, At the same costs and charges, a sufficient quantity of the ground on the outside of the said second and third range of buildings for the convenient passing of people, shall be handsomely paved with good and sufficient oaken posts of square timber, set up at convenient distance from each other on the outside of the said pavements; and at the same costs and charges, when all the said buildings are erected and compleatly finished, all such rubbish and earth as shall be cast up and remain within the compass of the said buildings, shall within the space of six months then coming rid and carry off. That the waste ground which shall remain and be of the said piece and parcel of ground so bounded out as aforesaid, other than what shall be built upon as aforesaid, shall from time to time, and at all times hereafter, lie open waste and unbuilt, for the prospect and recreation of the said society and members thereof; And that no chambers or other buildings shall at any time hereafter be erected or built on the void piece of ground called or known by the name of the *Kitchen Garden of this Society*, or any part thereof, without the consent and good liking of the said *H. S.* his heirs and assigns, of the said intended new buildings; and the said gates to be now erected shall

The interest allowed to *H. S.* in the chambers built on *Lincoln's Inn* ground.

A wall and gate.

Bog-house and gardener's house, &c.

Pavement, posts and clearing.

Rubbish.

Waste ground.

Open court.

ll be kept by the porter of the ſaid ſociety. That the ſaid three ges of buildings when erected ſhall at all times hereafter be called by name of *Serl's Court*. *Alſo* it is agreed and ſo hereby declared, at he the ſaid *H. S.* his heirs and aſſigns, ſhall from time to time, at all times hereafter, for ever be ſeiſed of the ſaid piece and parcel ground, part of the ſaid *Little Lincoln's-Inn-Fields*, ſo butted and nded as aforeſaid, and of the ſoil, freehold and inheritance of the e, to and for the intents and purpoſes herein before expreſſed and lared, and to and for no other uſe, intent or purpoſe whatſoever. d it is further agreed by the ſaid maſters of the bench, on the be- f of the ſaid ſociety, That the ſaid *H. S.* his heirs and aſſigns, may ceed to build in or upon ſuch part of the ſaid fields called *Little Lin- 's-Inn-Fields*, or *Fickets Fields* aforeſaid, which lie Weſtward of the l ground, ſuch building as to him or them ſhall ſeem moſt conveni- , without the contradiction or diſturbance of the ſaid ſociety. *And* ſaid *H. S.* for himſelf, his, &c. and for every of them, doth cove- nt, &c. to and with the ſaid Sir *H. G.* Sir *J. B.* Sir *J. C.* *R. A.* *S. L. A. J. E. W. G. S. E. G. E. W. C.* and *F. H.* and the ſur- ors and ſurvivor of them, and the heirs, executors and adminiſtrators the ſurvivors and ſurvivor of them, that he the ſaid *H. S.* his heirs l aſſigns, ſhall and will from time to time, and at all times hereafter, ll and ſufficiently repair, uphold, maintain and amend the ſaid bog- uſe, or houſe of office, pavements and poſts, after that the ſame ſhall erected and ſet up, and alſo procure to be emptied the ſaid bog-houſe, en and as often as occaſion ſhall require, and lay the ſaid court, or d ſpace of ground, with the new erected buildings, level and fitting common uſe: *And* alſo ſhall from time to time, at all times after t the ſaid chambers and buildings ſo to be built on the ſaid ground onging to the ſame ſociety, ſhall be built and ſet up, during ſuch te and eſtate as he or they ſhall have in the ſaid chambers and bui?d- gs, well and ſufficiently repair, amend, maintain and keep the ſaid mbers and buildings in all manner of needful and neceſſary repara- ns, and the ſame ſo well and ſufficiently repaired, amended, main- ned and kept, in the end and expiration of his and their eſtate and ereſts therein, ſhall leave and yield unto the ſaid Sir *H. G.* &c. and the rvivors and ſurvivor of them, and the heirs of the ſurvivor of them: nd that he the ſaid *H. S.* his heirs and aſſigns, for the better engthening and aſſuring of theſe preſents, and the agreements and ings herein contained, ſhall and will conſent and agree that theſe arti- s, and the matters and things therein contained, ſhall be decreed by e high court of Chancery, and alſo ratified and confirmed by act of rliament, or by either of the ſaid ways, as to them the ſaid *H. G.* c. or the ſurvivors or ſurvivor of them, or the heirs of ſuch ſurvivor, all ſeem moſt convenient. *In witneſs*, &c.

To be named *Serl's Court.*

H. S. his heirs and aſſigns, to be ſeiſed of the ground for the uſes and purpoſes aforeſaid, and no other.

H. S. may quietly build the reſt of, &c. without the diſturbance of *Lincoln's-Inn.*

H. S. his heirs and aſſigns to repair, &c,

Conſents that this agreement be decreed in Chancery, or ratified in parliament.

To

To take down the Front of a Houſe and build a new one, and to do other Repairs.

Articles, &c. *Between A. Y.* of, &c. *W. B.* of, &c. and *T. B.* of, &c. of the one Part, and *J. L.* of, &c. Carpenter, of the other Part, as followeth:

Covenant to pull down a front, and build a new one,

HE the ſaid *J. L.* (in conſideration of the ſum of 120*l.* to be paid to him in manner as herein after mentioned) *Doth* hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with each of them the ſaid *A. Y. W. B.* and *T. B.* their executors, adminiſtrators and aſſigns, that he the ſaid *J. L.* his executors, adminiſtrators, workmen or aſſigns, ſhall and will on or before the 27th day of *October* now next enſuing the date hereof, at his and their own proper coſts and charges, in a compleat and workman-like manner, and with good, ſubſtantial and ſufficient materials of all ſorts and kinds, make the ſeveral alterations, reparations and amendments, in and to a meſſuage or tenement, with its appurtenances, now belonging to them the ſaid *A. Y. W. B.* and *T. B.* ſituate in *Fleet-Street* near *Temple-Bar*, *London*, late in the occupation of, &c. in manner as follows, (to wit), To pull down the front of the ſaid meſſuage next *Fleet-Street*, and the front thereof to be rebuilt and facedwith the beſt new grey ſtock bricks, with new frames and ſaſhes glazed with crown glaſs; a new breſtſummer, with ſtory-poſts and oaken plate; the whole party-wall and ſtacks of chimnies, in the cellar next the paſtry-cook's, to be underpinn'd; a new lintel to be made under the joyſts in the front of the ſhop; to have new upright curbs to the front cellar windows, with bars framed as now is, and ſliding ſhutters, with a covering penthouſe over *ditto*; the timber partition next *Bell-Yard* to be taken down, and a new plate and poſts to *ditto*, and to be re-boarded; the front of the back parlour to be taken down, and a new plate put in, and to be new-erected to the ſky-light; a poſt and baſe of oak to be ſet under the girder in the paſſage to *Bell-Yard*, and the party-wall mended where decayed by reaſon of a ſink; the ſtory of ſtairs leading from the ſhop to the dining-room to be new; the floors all to be ſhoar'd while the front is pulled down; the portal going on the leads to be new, and alſo the balliſters on the leads; a principal rafter's foot to be ſecured by a baſe and ſhoar; the ſhop-floor to be new laid with whole deal boarding; to have new caſements to the back front, and all the glaſs repaired; the whole houſe to be new painted inſide and outſide, and all the plaiſtering mended and whitened; the water trunks to be new to the back front; in underpinning the party-walls to needle through the ſame above the floor, and ſhoar through the floor to the mantle-tree in the dining-room, by long ſhutting ſhoars from the cellars, the floors to be ſhoar'd either with ſtalps or ſtiff-baulks, that the bricks in pulling down the front may be laid on the floors to ſave the charge and inconveniency of a hoard in the ſtreet; the ſcantling of the breſtſummer to be 12 inches by 14 inches, the ſtory poſts to be 12 inches by 7 inches, the oaken plate to be 12 inches by 7 inches, and ſome croſs pieces to be laid in the wall before the plate

and to do other repairs.

ate is laid on. *In conſideration* of which ſaid work and materials ſo to made, provided, done and finiſhed by the ſaid *J. L.* in and to the ſaid eſſuage, or tenement and premiſſes, in manner as aforeſaid, they the id *A. Y. W. B.* and *T. B. Do* hereby for themſelves and for their ſpective heirs, executors and adminiſtrators, covenant, promiſe and ree, to and with the ſaid *J. L.* his executors, adminiſtrators and igns, that they the ſaid *A. Y. W, B.* and *T. B.* their executors or miniſtrators, ſhall and will by equal proportions, well and truly pay cauſe to be paid unto the ſaid *J. L.* his executors, adminiſtrators or igns, the ſaid ſum of 120*l.* of lawful money of *Great-Britain*, in anner as follows, (that is to ſay,) The ſum of 50*l.* part thereof, on e 29th day of *September* now next enſuing, and the ſum of 70*l* reſidue d in full thereof, within 14 days next after the ſaid meſſuage or tene- ent ſhall be ſo compleatly repaired and amended in manner and form aforeſaid, according to the true intent and meaning of theſe preſents; d that it ſhall be lawful for the ſaid *J. L.* to have all the old materials ſhall not be uſed in repairing the ſaid premiſes, to and for his own e and benefit. *And* it is hereby mutually agreed between the ſaid irties, That if any diſpute ſhall ariſe between them relating to the erformance of the before-mentioned articles, that then the ſame ſhall rthwith be left to the determination of two indifferent perſons, the one be named by them the ſaid *A. Y. W. B.* and *T. B.* and the other by e ſaid *J. L.* as arbitrators, or to ſuch umpire as ſhall be choſen by e ſaid arbitrators in caſe of their diſagreement; and what award or mpirage ſhall be made and given up in writing under their hands and als (if ſo required) ſhall be final, provided the ſame be ſo made within days next after the ſaid perſons ſhall be ſo named and choſen as afore- id. *And* for the true performance of ſuch of the covenants and greements herein before contained, which on the part and behalf of e ſaid *J. L.* his, &c. are or ought to be done and performed, accord- g to the true intent and meaning of theſe preſents, he the ſaid *J L.* oth hereby oblige and bind himſelf, his, &c. to the ſaid *A. Y. W. B.* id *T. B.* their, &c. in the penal ſum of 200*l.* of, &c. firmly by theſe reſents: And for the true performance of ſuch of the covenants and greements herein before contained, which on the part and behalf of em the ſaid *A. Y. W. B.* and *T. B.* their, &c. are to be paid and erformed according to the true intent and meaning hereof, they the id *A. Y. W. B.* and *T. B.* do hereby oblige and bind themſelves, eir, &c. unto the ſaid *J. L.* his, &c. in the like penal ſum of 2c 0*l.* , &c. firmly by theſe preſents. *In witneſs*, &c.

Covenant to pay for the repairs.

Old materials.

Diſputes, how determined.

Penalty.

An Agreement granting Liberty to build an Oven, with a Proviſo to pull the ſame down on Notice for that Purpoſe given.

Articles, &c. *Between J. H.* of, &c. and *E. C.* of, &c.

[T *is hereby concluded and agreed* upon by and between the ſaid par- ties as follows: The ſaid *J. H.* for himſelf doth promiſe and gree to and with the ſaid *E. C.* by theſe preſents, that he the ſaid *J. H.* ſhall and will permit, ſuffer and give free liberty and permiſſion as far as in him is) to him the ſaid *E. C.* to build, erect and ſet up one ven, &c. adjoining to the dwelling-houſe of the ſaid *E. C.* to contain the

dimenſions

dimenſions following, *viz.* 5 feet 6 inches in length from the outſide of the wall of the ſaid dwelling-houſe of the ſaid *E. C.* into the court a breadth 7 feet, and in height from the ground 7 feet 6 inches; *To have, hold and enjoy* the ſame for and during the term and ſpace of two years from the day of the date hereof, (if the ſaid *E. C.* ſhall ſo long live) without the hindrance or moleſtation of him the ſaid *J. H. Provided always*, that if at any time hereafter the ſaid *J. H.* his executors, adminiſtrators or aſſigns, ſhall make a door out of the back ſhop of him the ſaid *J. H.* into the ſaid court, that then he the ſaid *E. C.* ſhall and will within the ſpace of three months next after ſuch notice thereof to him given by the ſaid *J. H* his, &c. in writing, pull down, take and carry away the oven and the bricks, and the rubbiſh and materials thereof; and if the ſaid oven ſhall prejudice or annoy him or them, or their dwelling houſe, that then he the ſaid *E. C.* ſhall and will within the ſpace of three months next after notice or warning of ſuch annoyance, &c.

Agreement to keep the Garden and the Pales, &c. in a Square in Repair.

Articles, &c. Between G. N. of *Chelſea* in the County of *Middleſex* Gardener, of the one Part, and the Right Honourable *J.* Earl of *L.* and *A. B.* of, &c. *C. D.* of, &c. and *E. F.* of, &c. all Owners or Proprietors or Inhabitants of *L.* Square, as well in Behalf of themſelves, as on Behalf of ſuch other owners or Proprietors of Houſes, Shops or Tenements, in or near the ſaid Square or Garden, as now have or hereafter ſhall become Parties hereunto by Sealing and Delivery hereof, in order to entitle themſelves to the Benefit of the Covenants and Agreements from and herein after contained, on the Part of the ſaid *G. N.* of the other Part, as follows, *viz.*

WHEREAS the ſaid *G. N.* hath lately compleated, and in due order finiſhed, in all reſpects, to the ſatisfaction and approbation of the ſaid earl, and perſons inhabitants or owners, a garden in *L.* ſquare, in which he hath made walks, graſs-plats and borders, and hath therein planted trees, ſet flowers and other things proper and ornamental for the ſaid garden: *And whereas* for keeping and preſerving the ſaid garden and ſquare in good order, the ſaid *G. N.* has been approved by the ſaid earl, and the *A. B. C. D.* and *E. F.* and as many others of the parties hereunto, as on the day of the date hereof have executed the ſame, for the gardener to look after and take care of the ſaid garden and appurtenances thereunto belonging during the ſaid term; *Now theſe preſents witneſs*, That for and in conſideration of the ſeveral ſums of money to be ſubſcribed for as after is mentioned, making in the whole the yearly ſum of ——— he the ſaid *G. N.* doth by theſe preſents for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid earl, and the ſaid *A. B. C. D.* and *E. F.* their executors and aſſigns, as well on behalf of themſelves, their executors and aſſigns, as on the behalf of ſuch other perſon and perſons as now or at any time hereafter ſhall become parties and entitled unto the benefit of the covenants herein contained from the ſaid *G. N.* in manner following, (that is to ſay) That he the ſaid *G. N.* his, &c. ſhall and will during the term of ——— if he ſhall ſo long live, at his and

nd their coſts and charges from time to time, and at all times, as often
any of the trees, plants or flowers now growing, or that during the
id term ſhall be planted by the ſaid *G. N.* or his aſſigns, in or belong-
g to the ſaid ſquare or garden, ſhall happen to die, decay or periſh;
lant, put and ſet, or cauſe to be planted, put and ſet, others of as good
ind, nature and quality in their room and ſtead, as thoſe that ſhall ſo die,
ecay or periſh; and alſo ſhall and will, at his and their like coſts and
harges, from time to time, and at all times during the ſaid term, nouriſh,
rune, preſerve, and in all reſpects gardener-like keep the ſaid trees, plants
nd flowers now growing or being, or which at any time or times hereafter
uring the ſaid term ſhall be planted by the ſaid *G. N.* or his aſſigns, in,
pon or belonging to the ſaid ſquare or garden, or any part thereof;
nd alſo when and as often as ſhall be proper and requiſite, ſhall well
nd ſufficiently mow, cut and order the ſaid plats in the ſaid ſquare or
arden in all reſpects, according to the beſt ſkill, judgment and under-
anding; and alſo from time to time, and at all times during the ſaid
erm, ſhall and will well and ſufficiently maintain, preſerve and keep all
he walks in or to the ſaid garden belonging with good and fine gravel;
nd ſhall, as often as needful and requiſite, new dig up the ſaid gravel
walks, and new gravel, or turn, ſpread and roll the ſame, in ſuch hand-
ome and decent manner as proper and uſual in ſuch caſes; And further,
hat he the ſaid *G N.* or his aſſigns, ſhall and will from time to time,
nd at all times during the ſaid term, as often as need ſhall require, at
his and their like coſts and charges, well and ſufficiently ſupport, uphold,
preſerve, repair, maintain, weed, cleanſe and keep all the walks and
borders of the ſaid garden; as alſo the brick, rail or pale, gate-work,
rains and gutters to the ſaid ſquare or garden belonging, with good
brick, rails, or pales and gates, and the ſame rails, or pales and gates,
ſhall as often as requiſite well and handſomely paint, and alſo keep good
locks to the ſaid gates; and for better preſervation of the brick work
or fence about the ſaid ſquare or garden from damage by coaches, carts
or carriages during the ſaid term, ſhall and will at all times, as occaſion
ſhall require, at his and their like coſts and charges, affix and ſet good
and ſubſtantial wooden ſpurs and poſts round the brick-work of the ſaid
ſquare or garden, and ſhall ſo maintain and keep the ſame during the
ſaid term; and that at the end of the ſaid term of —— years he the ſaid
G. N. his executors or aſſigns, the ſaid ſquare or garden, with the trees,
plants, flowers, graſs-plats, borders, gravel walks, gutters, gates, pales,
brick-work and wooden ſpurs thereunto belongsng, in all reſpects
planted, ſtocked, gravelled, cleanſed, railed, ſupported and kept in
manner as aforeſaid, and in better plight and condition than the ſame
now are or is, ſhall and will peaceably and quietly leave and yield up
the ſame unto the ſaid inhabitants, their executors or aſſigns; *Provided
always*, and it is the true intent and meaning of theſe preſents, that
the ſaid *G. N.* his executors or aſſigns ſhall not at his or their expence
or charge be liable or anſwerable to make good or repair the damage or
miſchief, that during the ſaid term ſhall happen or be done to the ſaid
garden and premiſſes (covenanted to be kept as aforeſaid) by the wilful
act or default of any of the perſons that now are, or that for the time
being ſhall be intitled to the benefit of the covenants herein contained
on the behalf of the ſaid *G. N.* or by the wilful act or default of any
child or children, lodger or longers, ſervant or ſervants of any the
preſent

preſent or future parties hereunto; but in caſe of ſuch wilful damage or miſchief, ſuch party or parties, who (or whoſe child or children, lodger or lodgers, ſervant or ſervants) ſhall do the ſame, ſhall be at the expence of making good and repairing ſuch damage or miſchief. And the ſaid *G. N.* for himſelf, &c. doth further covenant, &c. to and with, &c. that it ſhall and may be lawful to and for the ſaid earl, and to and for the ſeveral inhabitants, their executors and aſſigns, and to and for their children, friends, lodgers, ſervants and family, at all ſeaſonable times, to walk, paſs and go into and from the ſaid garden or ſquare at their free will and pleaſure; provided nevertheleſs, and ſo as they or any of them do not (to apparent damage) in any manner of wiſe pull, tear, prejudice or ſpoil any of the trees, plants, flowers or roots, now or hereafter to be ſtanding, growing, being or belonging to the ſaid ſquare or garden during the ſaid term. And for the true performance of all the before written covenants and premiſſes, he the ſaid *G. N.* in conſideration of ſuch yearly ſum to be paid him as after mentioned, doth hereby oblige himſelf, his heirs, executors and adminiſtrators, unto the ſaid *A. B.* and *C.* (in truſt nevertheleſs, and to and for the benefit of all the perſons that now are or ſhall become parties hereunto as aforeſaid, proportionably, and according to their reſpective ſubſcriptions) in the penal ſum of ——— of, &c. firmly by theſe preſents; and the ſaid earl for himſelf, his heirs and aſſigns, and alſo each and every of the ſeveral and reſpective perſons, who have hereunder wrote, or ſhall hereafter write their names, affix their ſeals, and againſt ſuch reſpective ſeals have ſubſcribed ſuch yearly ſum in manner as under-written, and who ſhall duly execute theſe preſents, in conſideration of the premiſſes, do hereby for themſelves ſeverally and reſpectively, and not jointly, nor one for the other, but each for himſelf and for his own reſpective heirs, executors, adminiſtrators and aſſigns only, covenant, promiſe and agree, to and with the ſaid *G. N.* his executors, adminiſtrators and aſſigns, by theſe preſents, that each and every one of them reſpectively executing theſe preſents, and ſubſcribing ſuch yearly ſum againſt ſuch their reſpective names and ſeals, in ſuch manner as is hereunder written, ſet and fixed, ſhall and will yearly and every year during the ſaid term of —— years, in caſe the ſaid *G. N.* ſo long live, well and truly pay, or cauſe to be paid, on the —— day of —— yearly, unto the ſaid *G. N.* his executors or aſſigns, all and every ſuch reſpective yearly ſums ſo reſpectively to be ſubſcribed (amounting in the whole to the ſaid yearly ſum of ——) that without any manner of deduction or abatement whatſoever, according to the true intent and meaning of theſe preſents; the firſt payment of each party ſo ſubſcribing to be made on the —— day next after each party's reſpectively ſubſcribing; and for the true payment of the ſaid ſeveral ſums ſo to be ſubſcribed on the day and manner aforeſaid, the ſaid earl, and each of the parties ſo ſubſcribing, do by theſe preſents reſpectively bind themſelves, their heirs, executors and adminiſtrators, unto the ſaid *G. N.* his executors and aſſigns, in the penal ſum of —— of like money, firmly by theſe preſents. *And laſtly*, it is hereby agreed by the ſaid earl, *A. B. C. D. E. F.* and all the other parties to theſe preſents, to and with the ſaid *G. N.* that if default ſhould be made by any of the parties hereunto in payment of the ſums reſpectively ſubſcribed for by them by the ſpace of —— after any ſuch payment ſhall become due; and if the ſaid *G. N.* ſhall

ll not (within the ſpace of —— from ſuch default of payment) from
ne other perſon or perſons of the parties to theſe articles, receive
l be paid what any of the parties ſhall have made default in payment
; then if the ſaid *G. N.* ſhall give notice in writing to the ſaid earl,
B. C. D. E. F. or any two of them, or to the ſurvivor of them,
executors or adminiſtrators, of his being deſirous to diſcontinue and
ve taking care of the ſaid garden, then and in that caſe, upon ——
ice thereof, the ſaid *G. N.* ſhall be at liberty ſo to do; and from the
piration of ſuch notice ſhall be excuſed and diſcharged from, and no
ys be anſwerable for or in reſpect of the premiſſes by virtue of the
venants therein contained. *In witneſs*, &c.

Agreement to indemnify a Perſon, who had empolyed a Bricklayer to build a Houſe, from being charged with other Workmens Bills.

WHEREAS *T. L.* bricklayer hath begun and propoſed building and finiſhing an houſe in *W.* ſtreet, for or on account of *Knightly D'Anvers*, the ſaid *T. L.* not only doing the brick-work thereof, but ſo finding and providing all materials, and paying all workmen concerned therein, ſo long as the ſaid *Knightly D'Anvers* ſhall think fit to employ the ſaid *T. L.* the ſaid *Knightly D'Anvers* from time to time, when and as the ſaid *T. L.* ſhall deliver bills, paying him the ſaid *T. L.* ready money for what ſhall then have been done; *Now* we whoſe names are hereunto ſubſcribed, being perſons that have been, or are intended to be employed by the ſaid *T. L.* to find materials, or do work in and about the houſe, walls or garden thereto belonging, do hereby ſeverally acknowldge and declare, that we have found, and ſhall find ſuch materials, and have done, or ſhall do ſuch work, upon the credit of the ſaid *T. L.* only, and not on the credit of the ſaid *Knightly D'Anvers*; and that we do accept the ſaid *T. L.* for our pay-maſter, and will not at any time hereafter expect, aſk or demand any thing of or from the ſaid *Knightly D'Anvers*, his executors or adminiſtrators, for, by reaſon or on account of what we have done or found, or ſhall ſeverally do or find in or about the premiſſes as aforeſaid.

J. C. faſhmaker.
P. C. plumber.
J. R. painter.
S. J. W. brickmaker.
M. R. ſlater and plaiſterer.
T. C. carpenter.
I. G. maſon.
W. W. glazier, &c.
T. G. digger.

For performing Bricklayers and Tylers Work in building a Houſe.

greed, &c. *Between A. K.* of the one Part, and *W. B.* of the other Part, as followeth, (that is to ſay;)

THE ſaid *W. B.* for the conſiderations hereunder mentioned, doth, for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *A. K.* his executors, adminiſtrators and aſſigns, as followeth, (that is to ſay) that he the ſaid *W. B.* his

executors, adminiſtrators, workmen, ſervants or aſſigns, in ſufficient and workman-like manner at his and their own charges, with the materials to be for that purpoſe provided by the ſaid *A. K.* ſhall and will do and perform all the work and workmanſhip belonging to the bricklayer and tyler, in and about the erecting and building of one good and ſubſtantial new meſſuage or tenement, in the room and place whereon lately ſtood a certain meſſuage or tenement belonging to the ſaid *A. K.* late in the occupation of *J. L.* ſituate, &c. and will build the ſame in ſuch manner, and ſuch thickneſs of walls, height of ſtories ,and ſuch and ſo many lights, chimnies and conveniencies, and in ſuch manner, and will do and perform ſuch ornamental work about the ſaid building, as the ſaid *A. K.* his executors or aſſigns ſhall order and direct; and that he the ſaid *W. B.* will uſe his utmoſt care in working up the ſaid *A. K.*'s materials for the ſaid building to the moſt advantage, and will alſo pay and diſcharge all his ſaid workmen and ſervants to be employed in and about the ſame; and will completely finiſh all the ſaid work and workmanſhip belonging to the bricklayer and tyler for building the ſaid intended meſſuage, on or before the, &c. next enſuing the date hereof; *In conſideration* of which ſaid works ſo to be done and performed as aforeſaid, he the ſaid *A. K.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree to and with the ſaid *W. B.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *A. K.* his executors, adminiſtrators and aſſigns, ſhall and will truly pay or cauſe to be paid unto the ſaid *W. B.* his executors, adminiſtrators and aſſigns, for all ſuch work which ſhall be by him and them done and performed in and about the ſaid building (ornamented work excepted) at and after the rate of —— of lawful, &c. *per* rod, for every rod which the ſaid work ſhall meaſure, accounting —— foot ſquare for every rod, and —— of like money in full for all the ſaid ornamental work ſo to be done and performed as aforeſaid, and will pay all the ſaid money in manner following, *viz. In witneſs*, &c.

For making of Bricks (to be made at a certain Place, and delivered at a certain Time) towards finiſhing of Buildings.

Articles of Agreement indented, &c. *Between J. W.* of, &c. of the one Part, and *E. H.* of, &c. of the other Part, *viz.*

Covenant to make bricks.

THE ſaid *E. H.* for the conſiderations hereunder mentioned, doth hereby for himſelf, his executors and adminiſtrators, covenant, contract and agree, to and with the ſaid *J. W.* his executors, adminiſtrators and aſſigns, as followeth, *viz.* That he the ſaid *E. H.* his executors, adminiſtrators, ſervants, workmen or aſſigns, ſhall and will within the ſpace of ſeven months, to be accounted from the date hereof, at his and their own proper coſts and charges, and with good and ſufficient materials, make or cauſe to be made in the pariſh of, &c. for the ſaid *J. W.* of good, hard, well burnt and lawful bricks, to be all of them full four inches broad, full eight inches three fourths long, and full two inches and a half thick when burnt off, and at his and their like charges deliver

liver, or cauſe the ſame to be delivered, by ſuch parcels and quanti-
s from time to time, at the houſe of the ſaid *J. W.* at, &c. as the
ne ſhall be demanded, or occaſion ſhall require, for carrying on his
ildings there; *In conſideration* whereof, the ſaid *J. W.* for himſelf, Covenant to find a place to dig the earth for and make the bricks upon, and to pay for the making.
executors, adminiſtrators and aſſigns, doth covenant, promiſe and
ree, to and with the ſaid *E. H.* his executors, adminiſtrators and aſ-
ns, that he the ſaid *J. W.* his executors, adminiſtrators and aſſigns,
ll and will provide the ground and place wherein to dig the earth for,
d to make the ſaid bricks upon, and alſo truly pay, or cauſe to be
id, unto the ſaid *E. H.* his executors, adminiſtrators or aſſigns, *12s.*
every 1000 of the ſaid bricks to be made and delivered as aforeſaid,
s. —— part thereof, after the ſaid *E. H.* has dug three weeks in the
ound towards making the ſaid bricks, and upon the ſaid *E. H.* and
ſon *E. H. jun.* giving their ſecurity by bond for the ſame, till the
ue thereof ſhall be delivered of the ſaid bricks, to or for the ſaid *J.*
as aforeſaid, and after the value of the ſaid —— ſhall be ſo deliver-
in as aforeſaid, then he and they ſhall and will pay all the remainder
the ſaid money to grow due as aforeſaid, as the reſidue of the ſaid
antity of bricks ſhall be delivered in from time to time; and if after
e ſaid quantities ſhall be ſo delivered, *J. H.* bricklayer, and *J. D.* car-
nter, the workmen of the ſaid *J. W.* ſhall judge and declare the ſaid
icks to be *bona fide* worth of their goodneſs, *12s. per* 1000, above the
m before agreed and mentioned; then he the ſaid *J. W.* ſhall and
ll further pay the ſaid *E. H.* the ſaid *12s. per* 1000 for every 1000 of
e ſaid bricks above the ſaid *12s. per* 1000 to be paid as aforeſaid,
hen all the ſaid quantity ſhall be made and delivered according to the
ue meaning of theſe preſents. *(Penalties.)* *In witneſs*, &c.

greement between a Maſter Shipwright and his Workmen for building a new Ship, purſuant to Articles of Agreement between the Maſter Shipwright and the Merchant or Owner.

greed the, &c. *Between H. C.* of, ——, and *R. S.* of ——, and *W. M.* of ——, of the one Part, and *J. S.* of, &c. of the other Part, as followeth; to wit,

WHEREAS the ſaid *S. S.* by articles of agreement, dated, &c. Recital of the agreement between the merchant and maſter carpenter.
hath contracted and agreed with *T. C.* of, &c. for building the
ll or body of a new ſhip or veſſel at his yard in *R.* aforeſaid, to be of
e dimenſions, and in manner as in the ſaid articles is mentioned,
d to launch the ſaid ſhip into the river of —— on or before the
ſt ſpring-tide, in the month of —— next enſuing the date hereof:
low theſe preſents witneſs, That the ſaid *H. C. R. S.* and *W. M.* for Workmens covenant.
emſelves, their executors and adminiſtrators jointly and ſeverally, do
ereby covenant, promiſe and agree, to and with the ſaid *J. S.* his exe-
utors, adminiſtrators and aſſigns, that they the ſaid *H. C. R. S.* and
W. M. their executors or adminiſtrators, for the conſiderations here-
nder mentioned, with timber, plank, and other materials, to be pro-
ided by and at the charge of the ſaid *J. S.* at his yard in *R.* aforeſaid,
hall and will do and perform, or cauſe and procure the ſhipwrights

work and workmanſhip, which according to the ſaid recited articles is and ought to be done, for the building and finiſhing the ſaid hull of the ſaid ſhip, to be done and performed in good, ſubſtantial and workmanlike manner, to the content and good-liking of the ſaid *J. S.* and as he the ſaid *J. S.* or his aſſigns, ſhall from time to time direct and appoint, and ſhall and will launch the ſaid ſhip into the river of ——, on or before the laſt ſpring tide in the month of —— next enſuing the date hereof, and clear the launch wherein the ſaid ſhip ſhall be built, immediately after launching thereof. *In conſideration* of which ſaid work and workmanſhip ſo to be done and performed as aforeſaid, the ſaid *J. S.* for himſelf, his executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *H. C. R. S.* and *W. M.* their executors, adminiſtrators and aſſigns, jointly and ſeverally, that he the ſaid *J. S.* his executors or adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *H. C. R. S.* and *W. M.* their executors, adminiſtrators or aſſigns, ſome or one of them, at and after the rate of, &c. *per* tun for every tun, for which he the ſaid *J. S.* his executors or adminiſtrators, ſhall be paid by the ſaid *T. C.* according to the ſaid articles, and ſhall and will pay a proportionable part of the ſaid money, from time to time as the ſame work ſhall be performed, and all the reſidue of the ſaid money which ſhall grow due as aforeſaid, and alſo the further ſum of ——, over and above the ſaid money to grow due as aforeſaid, within, &c. after launching the ſaid ſhip. *In witneſs*, &c.

Maſter's covenant.

Agreement for Sale of ſeveral Parts of a Ship and painting the ſame, and that the Purchaſer will accept a Bargain and Sale of the remaining Parts at ſuch a Price, if executed by ſuch a Time.

Agreed, &c. *Between T. M.* of ——, of the one Part, and *T. B.* of ——, of the other Part, as follows, viz.

THE ſaid *T. M.* doth hereby covenant and agree for himſelf, his executors and adminiſtrators, to and with the ſaid *T. B.* his executors and aſſigns, that upon payment of the ſum of —— *l.* of lawful, &c. by the ſaid *T. B.* to him the ſaid *T. M.* as hereunder is mentioned, and in conſideration thereof, he the ſaid *T. M.* his executors or adminiſtrators, ſhall and will on the, &c. next enſuing the date hereof, ſeal, execute and deliver unto, or to the uſe of the ſaid *T. B.* his executors and aſſigns, at the dwelling-houſe of —— in, &c. a bill of ſale ſufficient in the law of —— parts of and in all that good ſhip or veſſel called the *F.* of the burthen of about —— tons, now at anchor in the river of —— whereof *T.* was late maſter, and of all the maſts, ſails, ſail-yards, anchors, cables, ropes furniture, and other appurtenances and things to the ſaid ſhip or veſſel belonging, with a covenant or warranty therein to be contained, that the ſaid —— parts of the ſaid ſhip or veſſel, are free of all debts and eſtates, and incumbrances done by him the ſaid *T. M.* or any claiming under him; *And* will deliver the actual poſſeſſion of the ſaid ſhip to the ſaid *T. B.* his executors or aſſigns, immediately upon payment of —— *l.* part of the ſaid —— *l.* as hereunder is

nentioned; *And* alſo that he the ſaid *T. M.* will at his own charge nt the ſaid ſhip; *And* the ſaid *T. B.* doth for himſelf, his executors l adminiſtrators, hereby covenant and agree to and with the ſaid *T.* his executors and aſſigns, that he the ſaid *T. B.* his heirs, executors adminiſtrators, ſhall and will at the place aforeſaid pay the ſaid ſum —— *l.* for the purchaſe of the ſaid ——— parts of the ſaid ſhip or ſel as followeth, *viz*, &c. *(ſo much on ſuch a time)* and will alſo accept the ſaid ſale of the ſaid —— parts of the ſaid ſhip as aforeſaid; *And* ſaid *T. B.* doth alſo covenant and agree, to and with the ſaid *T.* that if the ſaid *T. M.* ſhall on or before the ſaid, &c. next, ſeal, ecute and deliver to him or for his uſe, a bill of ſale ſufficient in the , of the remaining ——— parts of the ſaid ſhip, with her appurte- ces, he the ſaid *T. B.* will accept thereof, and at the ſame time pay the ſaid *T. M.* the ſum of —— *l.* for the ſaid ——— parts there- *And* it is further agreed, that if any accident, loſs, damage caſualty ſhall happen, to or of the ſaid ſhip or veſſel, or any the purtenances or things thereto belonging, at any time after the d, &c. now inſtant, and delivery of poſſeſſion as aforeſaid, the d *T. B.* is to bear, and ſhall and will ſtand to and bear the ne, and will, notwithſtanding, pay the ſaid *T. M.* the ſaid remain- ſum of —— *l.* on the, &c. next as aforeſaid. *(A penalty may be ded.)* *In witneſs*, &c.

Agreement for Sale of a new Ship, and for finiſhing the Hull and launching the ſame, &c. from the Shipwright to the Purchaſer.

rticles of Agreement indented, &c. *Between J. T.* of the one Part, and *J. J.* of ——, of the other Part, as follows, to wit;

THE ſaid *J. T.* for the conſideration, and at the price to be paid to him by the ſaid *J. J.* as hereafter is expreſſed, doth hereby agree ſell unto the ſaid *J. J.* the hull or body of a new ſhip or veſſel, late built by the ſaid *J. T.* at his own charge, and now in his dock at *R.* oreſaid, computed to be of the burthen of —— tons, be the ſame ore or leſs; *And* the ſaid *J. T.* for himſelf, his executors, adminiſ- ators and aſſigns, doth covenant, promiſe and agree, to and with the id *J. J.* his executors, adminiſtrators and aſſigns, that he the ſaid *J.* his executors, adminiſtrators, workmen, ſervants or aſſigns, ſhall d will at his and their own charge, in ſubſtantial and workman like anner, do and perform the ſeveral works in and about the ſaid hull of e ſaid ſhip, as follows; (that is to ſay,) &c. *(here inſert the works.)* d will find and provide a compleat ſuit of maſts and yards fitting for ch a ſhip, and will likewiſe do and perform all joiners work, paint- s work, glaziers work, plumbers work, and all other works for the ompleat finiſhing the ſaid hull or body of the ſaid ſhip, according to he cuſtom of the ſhipwrights of the river of *Thames*, and will launch er in the river of *Thames*, and deliver her ſafe unto the ſaid *J. J.* his xecutors, adminiſtrators or aſſigns, on or before the, &c. *In conſide-* *ation*, and for the purchaſe of which ſaid hull or body of the ſaid ſhip o agreed to be ſold, and of the ſeveral works and things to be done and

Agreement to ſell.

Covenant to finiſh the hull,

and launch it.

Covenant to pay the purchaſe-money in proportion

the quantity, on delivering a bill of ſale.

and performed as aforeſaid, the ſaid *J. J.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *J. T.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *J. J.* his executors, adminiſtrators or aſſigns ſhall and will truly pay, or cauſe to be paid, unto the ſaid *J. T.* his executors, adminiſtrators or aſſigns, ſo much lawful money of, &c. as the ſaid ſhip at and after the rate of, &c. *per* ton for every ton, and proportionably for a leſſer quantity than a ton ſhall amount unto upon admeaſurement thereof, according to the rule and cuſtom of the ſhipwrights of the river of *Thames*, in manner following, *viz.* —— *l.* part thereon the, &c. he the ſaid *J. T.* his executors or adminiſtrators, then at the ſame time, or any time ſooner, at the requeſt of the ſaid *J. J.* his executors or aſſigns, executing and delivering a ſufficient bill of ſale of the ſaid hull of the ſaid ſhip, with her maſts, yards and appurtenances, unto the ſaid *J. J.* his executors, adminiſtrators or aſſigns, or to ſuch other perſon or perſons as he or they ſhall order and appoint (*Penalties.*). *In witneſs*, &c.

To go, ſet up, and build a Barge beyond Sea.

Agreed the, &c. *Between W. H.* of, &c. of the one Part, and *J. L.* of, &c. of the other Part, as followeth, *viz.*

THE ſaid *W. H.* in conſideration of the ſum of —— to him in hand paid by *T. S.* of, &c. by the direction or procurement of the ſaid *J. L.* at or before the ſealing hereof, on account and in part of the ſalaries to grow due and payable for his ſervice, as hereunder is mentioned, and which is to be allowed thereout, as hereafter is expreſſed, whereof he acknowledges the receipt, and for the further conſideration hereunder mentioned, he the ſaid *W. H.* doth hereby covenant, promiſe and agree, to and with the ſaid *J. L.* his executors and adminiſtrators, That he the ſaid *W. H.* ſhall and will enter on board ſuch ſhip or veſſel as the ſaid *T. S.* ſhall order and give notice of, after the date hereof, and ſail in and with the ſame to *A.* in *R.* and ſhall there, or at any other place within the dominions of ——, where he ſhall be ordered by the correſpondents or aſſigns of the ſaid *T. S.* in ſufficient and workmanlike manner, put together and ſet up all the materials, parts and pieces of or belonging to a certain barge now framed, and built or agreed to be built by the ſaid *J. L.* for the ſaid *T. S.* and which is afterwards to be taken in pieces and carried to *A.* and there, or elſewhere in ——, in a ſubſtantial and workman-like manner compleatly rebuilt and finiſhed with all the appurtenances to her belonging, and make her fit for ſervice, and launch and deliver her in ſafety unto the correſpondents or aſſigns there of the ſaid *T. S.* And the ſaid *J. L.* for himſelf, his executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *W. H.* his executors and aſſigns, by theſe preſents, that in conſideration of the works, matters and things ſo to be done and performed by the ſaid *W. H.* as aforeſaid, he the ſaid *J. L.* his executors and adminiſtrators, or the ſaid *T. S.* his executors, correſpondents or aſſigns, or ſome of them, ſhall and will pay and allow, or cauſe to be paid,

, unto the ſaid *W. H.* or his aſſigns, at and after the rate of —— week, for ſo long time as he ſhall continue in, and until he ſhall be harged from the ſervice aforeſaid, by equal half-yearly payments, llowеth, *viz.* The moiety of each half-yearly payment unto *E* the of the ſaid *W. H.* or ſuch other perſon or perſons as he hath or ſhall r and impower to reoeive the ſame in *England*, and the other moiety ach half yearly payment thereof unto the ſaid *W. H.* or his aſſigns, e *R.* the firſt of which ſaid payments both in *England*, and *R.* are egin and to be made at the end of ſix months after the ſaid *W. H.* enter on board the ſaid ſhip for his tranſportation to *A.* as afore- ; Neverthelefs, it is declared and agreed, that the ſaid *T. S.* is e repaid and allowed the ſaid ——— *l.* ſo by him advanced paid at the ſealing hereof, as aforeſaid, out of the firſt half- ly payment to grow due as aforeſaid, and ſhall and may, for purpoſe, keep and retain the ſame; any thing aforeſaid to contrary notwithſtanding. *(Mutual Penalties may be added.) In neſs*, &c.

An Agreement concerning the digging and making a River navigable.

ticles, &c. *Between A.* and *B.* of the one Part, and *C.* of the other Part.

THE ſaid *A.* and *B.* (for the conſiderations hereafter mentioned) *Do* hereby for themſelves ſeverally and reſpectively, and for their eral and reſpective executors and adminiſtrators, covenant with the d *C.* his executors, &c. in manner as follows, *viz. That* they the d *A.* and *B.* or one of them, at their own proper coſts and charges ll and will before the ——— next, in a good, compleat and work- an-like manner, cut, dig, cleanſe and make navigable the river run- ng from *G. J.* bridge to *B.* in the county of *E.* for the full length 300 rods, in manner as follows, *(viz.)* The top edge or brink of e ſaid river, from the ſaid bridge, and for the length aforeſaid, ſhall from ſide to ſide at leaſt 26 feet; and the ſaid river at the bottom ereof, from the ſaid bridge and for the length aforeſaid, ſhall be at aſt 16 feet wide; and to at leaſt five feet deep at every middling nip- e; *And that* the ſaid *A.* and *B.* or one of them at their like charge, ithin the time aforeſaid, ſhall and will, with part of the earth or ſoil, hich ſhall be dug in making the ſaid river navigable, fill up and ſtop, a good and proper manner, the old river there now running from the id bridge; *And alſo* ſhall and will, at their like charge, within the me aforeſaid, carry and lay other part of the ſaid earth and ſoil, hich ſhall be dug near the ſaid bridge, upon a piece of waſte ground here, where a wharf is intended to be made, at two rods and a half rom the ſide of the ſaid intended navigable river; *And alſo* ſhall and vill thtow and lay the reſidue of the ſaid earth and ſoil, to be ſo dug as foreſaid, at leaſt four feet and a half from the edge or brink of the ſaid ntended navigable river, on which ſide thereof the ſame ſhall be hought moſt convenient; *In conſideration* of which ſaid river to be compleatly dug and made navigable, by them the ſaid *A.* and *B.* and

of

of their carrying, laying and throwing the earth thereof, at their charge, within the time and in manner aforeſaid, *He* the ſaid *C.* for himſelf, his heirs, executors and adminiſtrators, *Doth* hereby covenant to and with them the ſaid *A.* and *B.* their executors, adminiſtrators and aſſigns, in manner as follows, (*viz.*) That he the ſaid *C.* his executors, &c. ſhall and will well and truly pay, or cauſe to be paid, unto them the ſaid *A.* and *B.* their executors, &c. on or before the ſaid —— day of ——, the ſum of 20*s.* of, &c. for every rod which ſhall be by them cut, dug and cleanſed, for the making the ſaid intended river navigable in manner as aforeſaid; *And alſo* that he the ſaid *C.* at his charge, ſhall and will forthwith provide and deliver to them the ſaid *A.* and *B.* or one of them, 20 new, ſtrong, ſtout, good elm planks, and 90 deal boards, to be by them uſed for and towards making the ſaid river navigable, and for doing and performing the other works aforeſaid; *And laſtly*, for the true performance of the ſeveral and reſpective covenants and agreements herein before contained, on the parts of each of them the ſaid *A, B.* and *C.* to be done and performed, in manner as aforeſaid, they the ſaid *A. B.* and *C.* do hereby bind themſelves unto each other, and to the reſpective executors, adminiſtrators and aſſigns of each other, in the penal ſum of 200*l.* a-piece, of, &c. firmly by theſe preſents. *In witneſs*, &c.

For an Indian *Servant to ſerve another Perſon to dive to recover a Wreck, and do other Buſineſs at* —— per *Week.*

Agreed the, &c. *Between J. F.* of the one Part, and *E. B.* of the other Part, as followeth, *viz.*

THE ſaid *J. H.* in conſideration of —— of lawful, &c. to him in hand paid before ſealing and delivery hereof, by the ſaid *E. B.* the receipt whereof he doth hereby acknowledge, and thereof doth acquit and diſcharge the ſaid *E. B.* and for the further conſideration hereunder mentioned, doth for himſelf, his executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *E. B.* That *T.* his *Indian* ſervant, ſhall be, remain, continue with and ſerve the ſaid *E. B.* in his preſent undertaking, to recover a wreck near, &c. the ſaid *T.* being expert in diving, and in ſuch other buſineſs and ſervice as the ſaid *E. B.* ſhall think fit to employ him, for the term of —— weeks, to begin and to be accounted from the, &c. and after the expiration of the ſaid —— weeks, for ſuch further time and term as the ſaid *E. B.* ſhall have occaſion to employ him: *And* the ſaid *E. B.* for himſelf, his executors and adminiſtrators, doth covenant and agree to and with the ſaid *J. H.* his executors and adminiſtrators, That he the ſaid *E. B.* his executors and adminiſtrators, ſhall and will pay and allow unto the ſaid *J. H.* the ſum of —— *per* week, for every week the ſaid *T.* his ſervant ſhall continue with and ſerve the ſaid *E. B.* after the end of the ſaid —— weeks; and will likewiſe find and provide the ſaid *T.* at ſuch time as he ſhall ſerve and be with him, meat, drink, waſhing and lodging. *In witneſs*, &c.

An

An Agreement to engrave a Set of Cuts for a Book.

Articles, &c. *Between*, &c.

HE the ſaid *B.* (in conſideration of the ſum of 6*l.* 6*s.* to be paid to him for engraving of every king's and queen's effigy by the ſaid *B.* as herein after is mentioned,) *Doth* for himſelf, his executors and adminiſtrators, covenant with the ſaid *A.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, (*viz.*) That he the ſaid *B.* at his own coſts and charges, ſhall find and provide ——— good and proper copper-plates, and engrave, or cauſe to be well engraved, on every of the ſaid copper-plates, the effigy of every king and queen that has reigned in and been the ſole monarch of the kingdom of *England*, or of *Great Britain*, from —— to the date hereof; To the intent the ſame may be printed by him the ſaid *A.* and be by him placed or affixed at the beginning of the reign of every ſuch king or queen, in a certain hiſtory of *England* now printing by him, intitled, &c. *And alſo* that he the ſaid *B.* ſhall and will, in workman-like manner perform, compleat, finiſh and deliver every ſuch effigy unto him the ſaid *A.* or his order, within 14 days next after every notice ſhall be given by the ſaid *A.* for that purpoſe. The firſt of which effigies to be engraved, being that of ——, ſhall be ſo done and delivered by him the ſaid *B.* to the ſaid *A.* within 14 days next after the day of the date hereof. *In conſideration* of which ſaid ſeveral effigies to be ſo engraved, finiſhed and delivered by the ſaid *B.* to the ſaid *A.* in manner as aforeſaid, he the ſaid *A.* for himſelf, his executors and adminiſtrators, *Doth* covenant with the ſaid *B.* his executors, adminiſtrators and aſſigns, by, &c. That he the ſaid *A.* or his aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *B.* immediately upon his delivery of every ſuch king's or queen's effigy, as aforeſaid, the ſum of 6*l.* 6*s.* of, &c. without any abatement whatſoever. *And laſtly*, for true performance, &c. (*A penalty.*) *In witneſs*, &c.

For making a Quantity of Shoes.

Agreed the, &c. *Between* *J. W.* of the one Part, and *P. D.* of the other Part, as followeth, *viz.*

THE ſaid *J. W.* for the conſideration hereunder mentioned, doth hereby covenant and agree for himſelf, his executors and adminiſtrators, to and with the ſaid *P. D.* his executors and aſſigns, That he the ſaid *J. W.* his executors or aſſigns, ſhall and will, at his and their own charge, make, or cauſe to be made and provided, for the ſaid *P. D.* —— pairs of men's ſhoes, to be all of the ſame ſort of leather and goodneſs, according to the pattern for that purpoſe made and agreed between the ſaid parties, and to make the ſaid ſhoes from 10 to 13 ſizes, and to deliver the ſame at his own like charge to the ſaid *P. D.* at, &c. within

Covenant to pay for them.

within two calendar months from the date hereof: *In consideration* whereof, the ſaid *P. D.* for himſelf, his executors and adminiſtrators, doth covenant and agree to and with the ſaid *J. W.* his executors and aſſigns, truly to pay to him or them ſo much lawful money of *Great Britain* as the ſaid ſhoes ſhall amount unto, at and after the rate and price of —— *per* pair, and to pay the ſame after —— months after delivery of all the ſaid ſhoes aforeſaid. *And it is agreed*, That if any of the ſaid ſhoes ſhall not be made agreeable to the ſaid pattern, and for that reaſon ſhall be ſo refuſed by the ſaid *P. D.* he the ſaid *J. W.* ſhall and will take back ſuch as ſhall be ſo refuſed, and deliver the ſaid *P. D.* the like quantity, of the goodneſs and make according to the ſaid pattern. *In witneſs*, &c.

Agreement to take back ſuch as are not agreeable to the pattern, and deliver others.

For keeping a new Chariot in Repair for ſeven Years, at —— l. per Ann.

Agreed, &c. *Between J. N.* of, &c. Coachmaker of the one Part, and *R. K.* of ——, of the other Part, as followeth, *viz.*

WHEREAS the ſaid *J. N.* in conſideration of the ſum of —— in hand paid, and of an old chariot and harneſs delivered to him by the ſaid *R. K.* whereof the ſaid *J. N.* doth acknowledge the receipt, hath ſold to the ſaid *R. K.* a new chariot and harneſs, *Now theſe preſents witneſs*, That for the conſiderations hereunder mentioned, he the ſaid *J. N.* doth for himſelf, his executors and adminiſtrators, hereby covenant and agree to and with the ſaid *R. K.* his executors, adminiſtrators and aſſigns, That he the ſaid *J. N.* his executors and adminiſtrators, at his and their own proper charge to be accounted, on notice or requeſt, ſhall and will from time to time, during the term of ſeven years from the date hereof, maintain, amend and keep the ſaid new chariot and harneſs ſo ſold to the ſaid *R. K.* in good and handſome order, repair and condition, and will, as often as occaſion ſhall require, find and provide new wheels for the ſaid chariot, with clouts, clout-nails, and greaſe for the ſame, and oil for the chariot and harneſs, when required, and once in every two months in the year, at leaſt, or oftener if required, one of the ſervants of the ſaid *J. N.* ſhall clean the ſame chariot and harneſs, and all things belonging to them, at the ſaid *R K.*'s coach-houſe in the *L.* And that he the ſaid *J. N.* will provide the ſaid *R. K.*'s coachman with bruſhes and ſponges to keep the ſame clean, and will do all other works and things for maintaining and keeping the ſaid chariot and harneſs in ſuch good order and repair as aforeſaid, during the ſaid term; except finding and providing new glaſſes, if they are at any time broke by accident; or repairing or mending any hurt or damage which may happen to the ſaid chariot by being overturned, or other violence or accident; or making good any thing belonging to it, which may happen to be loſt or ſtole therefrom at any time, but when the ſaid chariot or harneſs ſhall be at the houſe or in the cuſtody of the ſaid *J. N.* from which the ſaid *J. N.* his executors and adminiſtrators are to be exempted and diſcharged; *And* that he the ſaid *J. F.* if required by the ſaid *R. K.* at any time during the ſaid term, will at his like charge make ſteps to the doors of the ſaid chariot. *In conſideration* of which

which ſaid works and things to be done as aforeſaid, he the ſaid *R. K.* doth hereby for himſelf, his executors and adminiſtrators, covenant and agree to and with the ſaid *J. N.* his executors, adminiſtrators and aſſigns, That he the ſaid *R. K.* his executors and adminiſtrators, ſhall and will yearly and every yearly, during the ſaid term of ſeven years, truly pay, or cauſe to be paid, unto the ſaid *J. N.* his executors, adminiſtrators or aſſigns, the ſum of —— of lawful, &c.

TWELFTHLY. Between ſeveral Perſons of a Trade, to regulate Meaſures and other Things relating thereto.

Articles between Glue-men, touching the Size of a Baſket for the Meaſure of Chippings, &c.

Articles, &c. *Between J. H.* of, &c. and *H. B.* of, &c. of the one Part, *W. W.* of, &c. *W. H.* of, &c. *W. M.* of, &c. *E. R.* of, &c. and *T. B.* of, &c. together with the ſeveral other Perſons who ſhall or may duly ſeal and execute theſe Preſents, of the other Part, as follows.

WHEREAS the ſeveral perſons, parties to theſe preſents, have heretofore carried on and ſtill continue to occupy the trade and buſineſs of glue and ſize boilers, and many diſputes and differences have ariſen between them and others of the ſame buſineſs and employment, and alſo between them and the tanners, leather-dreſſers and others, concerning the ſize and bigneſs of the meaſure or baſket made uſe of in buying and ſelling the wet-pieces, cuttings or chippings of ſkins, uſed in the ſaid ſeveral trades or buſineſs as aforeſaid; and in order to prevent ſuch diſputes for the future, it was agreed upon by and between the ſeveral parties to theſe preſents, at a meeting for that purpoſe had on the 18th day of *January* inſtant, that the baſket for the future to be made uſe of to meaſure and aſcertain the quantity of ſuch wet-pieces, cuttings or chippings of ſkins, ſhould be of the ſize, content and dimenſions following, (that is to ſay,) Being a round baſket, two feet diameter at top and bottom; in the middle or bulge, two feet four inches diameter; and in depth from top to bottom under the border, 18 inches; and of no other ſize, content or dimenſion whatſoever: *Now theſe preſents witneſs*, That in purſuance and in conſideration of ſuch agreement, and the benefit and advantage accruing to all the parties to theſe preſents thereby, the ſaid *W. W. W. H. W. M. E. R.* and *T. B.* and all and every other perſon or perſons whoſoever, who ſhall or may hereafter ſeal and execute theſe preſents, do hereby for themſelves ſeparately, and for their ſeveral and reſpective acts and deeds, executors and adminiſtrators, covenant, promiſe, article and agree to and with the ſaid *J. H.* and *H. B.* and each of them, their and each of their executors and adminiſtrators, in manner following, (that is to ſay,) That they the ſaid *W. W. W. H. W. M. E. R.* and *T. B.* any or either

ther of them, or any other perſon who ſhall duly execute theſe preſents, as aforeſaid, ſhall not, nor will at any time or times hereafter, by himſelf, themſelves, or any of them, his, their, any or either of their agents, factors, ſervants or others, buy, ſell, contract or agree for, or cauſe or procure to be bought, ſold, contracted or agreed for, either for their own uſe or benefit, or the uſe and benefit of any perſon or perſons whomſoever, any parcel or quantity of wet-pieces, cuttings or clippings of ſkins whatſoever, ſo by them uſed, or to be uſed as aforeſaid, or any tanner, leather-dreſſer, or other perſon, dealer or trader whomſoever, by any other baſket or meaſure than what is above deſcribed and ſet forth; and that the ſame ſhall from henceforth remain and continue, and be the only ſtandard-ſize baſket or meaſure wherewith to buy, ſell and meaſure ſuch pieces, clippings or cuttings, as aforeſaid, without any enlargement or diminution thereof, in any manner howſoever; *And* the ſaid *J. H.* and *H. B* do hereby for themſelves ſeparately, and for their ſeparate and reſpective acts, deeds, executors and adminiſtrators, covenant, promiſe, article and agree to and with the ſaid *W. W. W. H. W. M. E. R.* and *T. B.* each and every of them, their and each and every one of their executors and adminiſtrators, in manner following, (that is to ſay,) That they the ſaid *J. H.* and *H. B.* each or either of them, ſhall not, nor will at any time or times hereafter, by themſelves, jointly or ſeparately, or by his, their or either of their agents, factors, ſervants or others, buy, ſell, contract or agree for, or cauſe or procure to be bought, ſold, contracted or agreed for, either for their own uſe or benefit, or the uſe or benefit of any perſon or perſons whomſoever, any parcel or quantity of wet-pieces, cuttings or clippings of ſkins, ſo by them uſed, to be uſed, as aforeſaid, of or to any tanner, leather-dreſſer, or other perſon, dealer or tradeſman whomſoever, by any other baſket or meaſure than what is above deſcribed and ſet forth, and that the ſame ſhall from henceforth remain, continue, and be the only ſtandard-ſize baſket and meaſure wherewith to buy, ſell and meaſure ſuch pieces, clippings or cuttings, as aforeſaid, without any enlargement or diminution thereof in any manner howſoever. *And further it is agreed* by and between all the parties to theſe preſents, that theſe preſent articles of agreement, and the covenants herein contained, ſhall ſtand, remain, continue and be in full force, and ſubject to the penalty or ſum of 50*l.* hereafter mentioned for every breach, non-performance of, or non-compliance with the covenants, articles and agreements aforeſaid, againſt all and every the parties to theſe preſents, for their ſeparate acts and deeds, for and during the full term of ſeven years, or until ſuch time or term as the ſaid parties hereto, or a major part of them, ſhall think reaſonable and convenient to vacate, diſſolve and cancel the ſame. *And laſtly*, the ſaid *J. H.* and *H. B.* for the due and true performance of all and every the covenants, articles and agreements herein contained, and on their and each of their ſeparate parts and behalfs to be done, performed and kept, doth bind themſelves ſeparately, and their and each of their reſpective heirs, executors and adminiſtrators, to the ſaid *W. W. W. H. W. M. E. R.* and *T. B.* and each and every of them, their and each and every of their executors and adminiſtrators, in the penal ſum of 50*l.* firmly by theſe preſents. *And* the ſaid *W. W. W. H. W. M. E. R.* and *T. B.* and

nd each and every of them, and all and every other perſon and perſons ho ſhall or may hereafter duly ſeal and execute theſe preſent articles, o, and each and every of them doth, for their and every of their due nd true performance of all and every of the covenants, articles and greements herein contained, and on their, and each and every of their parate parts and behalfs to be done, performed and kept, bind themlves ſeparately, and their and each and every of their ſeparate heirs, ecutors and adminiſtrators, to the ſaid *J. H.* and *H. B.* and each of em, their and each of their executors and adminiſtrators, in the like enal ſum of 50*l.* firmly by theſe preſents. *In witneſs*, &c.

THIRTEENTHLY, Agreements concerning the Freight of Ships.

For Freight to a Place, between the Maſter of a Ship and a Merchant.

greed, &c. *Between W. M.* &c. Maſter of the Ship *G.* Burthen about —— Tons, now at Anchor, &c. and forthwith bound out on a Voyage to *L.* of the one Part, and *J. J.* of, &c. Merchant, of the other Part, as followeth, (that is to ſay,)

Covenant to take in goods, &c.

THE ſaid *W. M.* maſter, for the conſideration hereunder mentioned, doth hereby for himſelf, his executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *J. J.* merchant, his executors, adminiſtrators and aſſigns, that the ſaid ſhip ſhall with all expedition be made ready, and provided in all reſpects, fitting for ſuch a hip, and the voyage aforeſaid, and ſhall receive and take aboard her, or the ſaid merchant, —— (*name the goods*) and within —— days after he date her eof, ſhall ſet ſail and depart from —— outwards, and wind nd weather ſerving, ſhall ſail directly to *L.* and within —— days fter her arrival there, ſhall unlade and deliver the ſame unto the factors r aſſigns of the ſaid merchant, (the dangers of the ſea, enemies, and he reſtraint of princes and rulers always excepted): *And* the ſaid merchant for himſelf, his executors or aſſigns, doth hereby covenant and agree to and with the ſaid maſter, his executors and aſſigns, that he the ſaid merchant, his executors, factors or aſſigns, ſhall or will lade or tender the ſaid —— (*the goods*) to be laden aboard the ſaid ſhip, and receive and diſcharge the ſame from aboard her at *L.* within the reſpective times therefore limited; and will truly pay, or cauſe to be paid unto the ſaid maſter, his executors or aſſigns, for freight thereof, at and after the rate of —— immediately after a right diſcharge and delivery thereof at *L.* aforeſaid, with primage and average accuſtomed, and two-third parts of all port-charges to grow due during the ſaid voyage; the other third part thereof to be paid to the ſaid maſter. (*Penalties may be added as uſual.*) *In witneſs*, &c.

Covenant to deliver and receive the goods and pay freight.

Agreement

Agreement for Freight to a Place between one that has a Charter-Party for a certain Number of Tons, to a Merchant for Part of that Number.

Recital of charter party to *T. S.*

WHEREAS *R.* of, &c. maſter of the good ſhip or veſſel called the *S.* burthen about —— tons, hath by the charter party, dated, &c. let unto *T. S.* of, &c. —— tons of the ſaid ſhip's tonnage, for her intended voyage to *A.* and thence to *L.* to be laden with —— within the time, and in manner as in the charter-party is mentioned, for which the ſaid *T. S.* is to pay ——— *per* ton for freight, and primage and average, as accuſtomed; as thereby, relation being thereunto had, may appear: *Now theſe preſents witneſs*, That

T. S. agrees that *H. J.* ſhall have part of his ſhare.

the ſaid *T. S.* doth hereby let unto *J. H.* of, &c. merchant, —— tons of the ſaid ——— tons of the ſaid ſhip's tonnage to him letten by the ſaid recited charter-party, to be laden with —— by the ſaid *J. H.* at the time, and in manner, and at the ſame rate for freight, as the ſaid *T. S.* is by the ſaid charter-party obliged,

Covenant to lade and unlade at the times in the charter-party and to pay freight and indemnify *T. S.*

and hath hereby covenanted to load and pay for the ſame: *And* the ſaid *J. H.* doth therefore hereby covenant and agree for himſelf, his executors and adminiſtrators, to and with the ſaid *T. S.* his executors and aſſigns, that he the ſaid *J. H.* his executors, factors or aſſigns, ſhall and will at *A.* lade the ſame —— tons of —— aboard the ſaid ſhip to him thereby letten, and unlade the ſame at *L.* within the reſpective times limited and appointed by the ſaid charter-party; and will pay freight for the ſame, and all other payments to the ſaid maſter of the ſaid ſhip, his executors or aſſigns, at *L.* and perform all other matters in reſpect thereof, at the ſame times, and in manner as in the ſaid charter-party is mentioned, and ought to be done and performed by the ſaid *T. S.* and thereof, and therefrom, and from all actions, ſuits, payments and damages, by reaſon thereof, ſhall and will diſcharge and keep harmleſs the ſaid *T. S.* his heirs, executors and adminiſtrators, and every of them. *In witneſs*, &c.

Agreement for Freight of Timber purſuant to an Agreement with the Commiſſioners of the Navy.

Articles of Agreement indented, &c. *Between J. S.* of, &c. Merchant, Owner of the ſeveral Ships, or Veſſels hereunder mentioned, of the one Part, and *G. H.* of, &c. of the other part, as followeth, that is to ſay:

Recital of *G. H.*'s agreement, with the commiſſioners of the navy, to deliver timber at a certain place.

WHEREAS the ſaid *G. H.* hath contracted with the commiſſioners of his majeſty's navy to deliver into his majeſty's yard at *P.* a parcel of timber of thick ſtuff, plank and knees, containing about —— loads, on or before the, &c. which will be in the year, &c. *Now* the ſaid *J. S.* for the conſiderations hereunder mentioned, doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *G. H.* his, &c. by theſe preſents as followeth, that is to ſay, that the ſeveral ſhips or veſſels hereafter mentioned, *viz.* the *J. E. C.* maſter, (*and ſo on as to the*

be reſt) and fitted and ready for ſervice hereunder mentioned, ſhall rith all convenient ſpeed, after the date hereof, ſet ſail and depart from R. aforeſaid, and ſail and proceed directly to *K.* near the city of *B.* nd ſhall there, &c. and take on board them ſeverally, all ſuch timber s the agents or aſſigns of the ſaid *G. H.* ſhall lade or tender to be laden board each the ſaid ſhips; and being ſo ſeverally laden, ſhall ſet ſail nd depart from *H.* aforeſaid, and ſail and apply directly unto the ing's yard at *P.* and ſhall there make a right diſcharge and delivery of heir reſpective lading unto ſuch officers of the ſaid yard as ſhall be ap- ointed to receive the ſame; and that the ſaid veſſels, or ſuch one or nore of them as ſhall be needful, or required by the ſaid *G. H.* ſhall rith all convenient ſpeed, after ſuch their delivery and diſcharge at *P.* foreſaid, ſail, go and return to *H.* as aforeſaid, and there receive and ake on board all the remainder of the ſaid timber, and being ſo laden, hall ſail to the king's yard at *P.* and there make a right diſcharge and elivery thereof as aforeſaid and end and finiſh their ſaid ſervice, (the angers, &c. always excepted:) *And further*, that neither the maſters f the ſaid ſeveral veſſels, or any of the ſailors or ſhips companies be- nging to them, or any of them, or any other perſon or perſons what- oever, by their or any of their order, means, privity or conſent, ſhall r will cut, ſaw or otherwiſe prejudice, or ſuffer to be cut, ſawed or rejudiced, any pieces of the ſaid timber, or any part thereof for the etter conveniency of ſtowage, or any other reaſon whatſoever, but eliver the ſame to the yard at *P.* aforeſaid, intire, and in the ſame

Covenant for the ſhips to ſet ſail from *R* to *K.* and there to take on board timber and carry the ſame to the king's yard, and that ſome of the ſhips ſhall fetch what timber remains.

And that none of the ſhip's crew ſhall cut or prejudice the timber, but deliver it as it was received.

anner as they were laden and received on board the ſaid veſſels at *H.* foreſaid: *In conſideration whereof* the ſaid *G H.* for himſelf, &c. doth ovenant, &c. to and with the ſaid *J. S.* his, &c. by theſe preſents, at he the ſaid *G. H.* his, &c. ſhall and will well and truly pay or uſe to be paid unto the ſaid *J. S.* his, &c. or to his or their order in . for the freight or hire of the ſaid ſhips, at and after the rate of, c. *per* load for every load of the ſaid ſhip's timber, which ſhall be elivered at the king's yard at *P.* aforeſaid, from all or any of the ſaid ips or veſſels reſpectively, according as the timber, which each veſſel all carry and deliver, ſhall meaſure by the uſual way of meaſurement ereof, by the officers of the navy which the ſaid *G. H.* is to be con- uded by; and to pay the freight to grow due for the ſaid ſeveral ſhips, thin —— days aftrr the delivery of each ſhip reſpectively: *And* at he the ſaid *G. H.* his, &c. ſhall and will, at his and their own arge, procure protections for a ſufficient number of men to ſail in the id ſhips, during the time they ſhall be employed in the ſaid ſervice. *nd it is declared* and agreed between the ſaid parties, that in caſe any all parcel of the ſaid timber ſhall at any time be refuſed, and not eaſured by the officers of the yard at *P.* aforeſaid, in ſuch caſe the id *J. S.* his executors, adminiſtrators or aſſigns, are not to be paid, r ſhall or will expect or demand any freight or conſideration for the rriage of any ſuch ſmall parcel of the ſaid timber, which ſhall be re- ſed as aforeſaid. *And laſtly it is declared* and agreed by and between e ſaid parties, that the ſaid *J. S.* is to have and ſhall take the benefit the convoy, which the ſaid *G. H.* by agreement with the commiſ- oners of the navy, is to have and be allowed, as other ſhips in the ke ſervice have, and is uſual for the ſaid ſervice and voyage. *(A nalty may be added.)* *In witneſs*, &c.

Covenant to pay for the freight.

That *G. H.* ſhall procure protections for a ſufficient number of ſailors.

Declaration, that if any ſmall parcel of timber be refuſed to be meaſured, no freight of it ſhall be paid and that *J. S.* is to have a convoy.

Agreement

Agreement for Freight of Goods to a Place, and the Maſter to ſail thence for the Purchaſe of other Goods which he is to bring Home.

THIS *Indenture* made, &c. *Between R.* &c. maſter of the good ſhip or veſſel called the *P.* burthen about —— tons, now at, &c. bound out on a voyage to *O.* and thence to return to the port of *L.* of the one part, and *A.* of, &c. of the other part, *Witneſſeth*, that the ſaid maſter for the conſiderations hereafter mentioned, doth hereby let unto the ſaid merchant tonnage in the ſaid ſhip, for her intended voyage, and the ſaid merchant hath hired the ſame as hereunder is mentioned: *And thereupon* the ſaid maſter doth hereby for himſelf, his executors, adminiſtrators and aſſigns, covenant and agree to and with the ſaid merchant, his executors, adminiſtrators and aſſigns, that the ſaid maſter ſhall and will receive on board the ſaid ſhip all ſuch goods as the ſaid merchant ſhall lade, or tender to be laden aboard her outwards, before the ſaid ſhip's departure from *G.* outwards, not exceeding —— tons of the ſaid ſhip's tonnage; and that the ſaid maſter will, on the ſaid ſhip's arrival at *C.* aforeſaid, ſell and diſpoſe of the ſaid goods, which the ſaid merchant ſhall ſo lade on board the ſaid ſhip, in the purchaſing and buying of —— for the ſaid merchant, or as much as can be bought and purchaſed for the ſaid goods, or otherwiſe in the purchaſing of —— if no —— can be gotten according to the oders of the ſaid merchant, and for his moſt advantage, to the beſt of the ſkill and judgment of the ſaid maſter; and that the ſaid maſter will take and lade aboard the ſaid ſhip at *O.* aforeſaid, all ſuch —— or —— which ſhall be ſo bought and purchaſed with or for the ſaid goods, which ſhall be laden aboard the ſaid ſhip, by the ſaid merchant outwards, as aforeſaid, within the time of the ſaid ſhip's ſtay at *O.* aforeſaid, and within —— days after the ſhip's arrival at *L.* ſhall and will deliver, or cauſe all the ſaid —— and —— to be purchaſed, and laden on board the ſaid ſhip as aforeſaid, to be delivered to the ſaid merchant, his executors or aſſigns, (wind and weather, &c.) *And* the ſaid merchant, for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid maſter, his executors, adminiſtrators and aſſigns, that he the ſaid merchant, his executors or adminiſtrators, ſhall and will well and truly, pay or cauſe to be paid unto the ſaid maſter, his executors or aſſigns, freight for all ſuch goods, which ſhall be bought and purchaſed with the ſaid merchant's outward goods, laden on board the ſaid ſhip, and delivered to the ſaid merchant, in the river of *Thames*, at and after the rates following, *viz.* at and after the rate of —— *l.* of lawful, &c. *per* ton, for every ton of *Orchella* weed, and at and after the rate of —— of like lawful money *per* ton for every ton of —— which the ſaid ſhip ſhall import, and deliver to the ſaid merchant, his executors or aſſigns, at the port of *L.* and proportionably for a leſſer quantity than a ton, accounting 2000 weight neat, at the king's beam at the cuſtom-houſe, *L.* to a ton; and of two pipes, or four hogſheads to the ton, and will pay the ſaid monies, to grow due as aforeſaid, &c. *(Penalty.) In witneſs*, &c.

Tonnage let.

Covenant that the maſter will receive goods on board, and diſpoſe thereof on his arrival at *C* for other goods which ſhe ſhall take on board and deliver to the merchant at *L.*

Covenant that the merchant will pay freight.

greement for Freight, if the Merchant procures the Maſter a Paſſ-port, and to ſeal a Charter-Party.

greed the, &c. *Between J. P.* &c. Maſter of the good Ship or Veſſel called the *P.* Burthen about —— Tons, now at Anchor in the River of *T.* of the one Part, and *R. R.* of, &c. Merchant, of the other Part, as followeth, *viz.*

THE ſaid *J. P* for himſelf, his executors and adminiſtrators, in conſideration of the freight hereunder mentioned, *Doth* hereby venant and agree, to and with the ſaid *R. R.* his executors, admiſtrators and aſſigns, that if on or before the, &c. the ſaid *R. R.* all and do procure and deliver to the ſaid *J. P.* a paſſport for the ſaid ip to ſail to, &c. and back to *L.* without being taken by the *French* ivateers or men of war, that then, and in ſuch caſe, he the ſaid *P.* ſhall immediately thereupon let to the ſaid *R. R.* and ſuch other erchants as the ſaid *R. R.* ſhall name, ſuch parts of the ſaid ſhip's nnage, as he ſhall order and appoint for a voyage to be made with her *A.* and back to *L.* and that in ſuch caſe the ſaid ſhip ſhall be ſuffiently fitted and provided, and ſhall carry —— guns and —— men, d ſhall receive on board her ſuch goods as the ſaid merchant ſhall le outwards; and with the firſt opportunity of wind and weather after e, &c. now next, ſhall ſail from *G.* for *A.* aforeſaid, and take in r the ſaid freighters her lading, of, &c. according to their proporons of her tonnage, and ſtay there —— days, and with the firſt fair ind afterwards ſail and return to *L.* and deliver her ſaid lading at the te of —— ſterling *per* ton, for, &c. and ——*per* ton for primage, d cap-loggen upon all the ſame goods; and the freighters to pay two ird parts of all port charges; and to account of —— goods —— to the n, and of all other goods —— weight neat to a ton; *And* that he the id *J. P.* will, upon requeſt in that behalf, ſeal and execute unto the id merchants a charter-party for the voyage, and upon the terms, and cording to the agreements aforeſaid, to be drawn and prepared by ——: *And* the ſaid *R. R.* doth hereby covenant and agree to and ith the ſaid *J. P.* his executors, adminiſtrators and aſſigns, that he e ſaid *R. R.* and other merchants which he ſhall procure, ſhall and ill, in ſuch caſe as aforeſaid, hire and take to freight all or ſuch parts the ſaid ſhip's tonnage as ſhall be mentioned in or ſubſcribed to the id charter-party for the ſaid voyage, and upont he terms and conditions fore mentioned; *And* that he the ſaid *R. R.* and the ſaid merchants hich ſhall ſo take tonnage in the ſaid ſhip, ſhall and will at the place oreſaid ſeal and execute to the ſaid *J P.* a counterpart of the id charter-party, ſo to be by him ſealed at the ſame time of his exeuting thereof, as aforeſaid. *(Mutual penalties may be added.) In witneſs*, &c.

Agreement for Freight from a Place.

THIS *Indenture* made, &c. *Between J. P.* maſter of the ſhip *P.* burthen about —— tons, now bound out for *C.* of the one part, and *A. K.* of —— of the other part, *witneſſeth*, That the ſaid maſter, for the conſideration hereunder mentioned, for himſelf, his executors and adminiſtrators, doth hereby covenant and agree to and with the ſaid merchant, his executors and aſſigns, as followeth, that is to ſay, That he the ſaid maſter will receive and take aboard the ſaid ſhip at *C.* during her ſtay there, in this her preſent intended voyage thither, —— tons, or a greater or leſſer quantity either of —— or —— tons, as the factors or aſſigns of the ſaid merchant ſhall tender to be laden aboard the ſaid ſhip within —— days after her arrival there, and ſhall and will deliver all the ſaid goods and merchandizes, which ſhall be laden aboard the ſaid ſhip, unto the ſaid merchant, or his aſſigns at *L.* on the ſaid ſhip's arrival there, (the caſualties and dangers of the ſea always excepted.) *And* the ſaid merchant doth hereby for himſelf, his executors and adminiſtrators, covenant and agree to and with the ſaid maſter, his executors and aſſigns, as followeth, that is to ſay, That he the ſaid merchant, his executors or adminiſtrators, ſhall and will pay to the ſaid maſter, his executors, adminiſtrators or aſſigns, freight for what —— or —— ſhall be laden on board the ſaid ſhip as aforeſaid, and delivered to the ſaid merchant at *L.* as followeth, *viz* at the rate of ——*l.* ſterling *per* ton for ——, accounting —— pipes to a ton, and after the rate of —— ſterling *per* ton for ——, accounting —— weight neat to the ton, and proportionably for a leſſer quantity than a ton, according to the weight thereof at the king's beam at the cuſtom-houſe *L.* within —— days next after a right diſcharge and delivery thereof from aboard the ſaid ſhip, unto the ſaid merchant, his executors or aſſigns in *L.* with primage and average, and port charges, as cuſtomary: *And* in caſe the ſaid factors of the ſaid merchant at *C.* ſhall not within the ſaid —— days after her arrival there, lade or tender to be laden aboard the ſaid ſhip any goods, and the ſaid maſter ſhall not otherwiſe complete the ſaid ſhip's tonnage there, then he the ſaid merchant, his executors and adminiſtrators, ſhall and will pay to the ſaid maſter at his arrival at *L.* ——*l.* for dead freight, and which is to be in full of all other pretences, claims and demands, for or in reſpect of freight for the ſaid voyage, by virtue of any covenant or agreement herein contained; any thing aforeſaid to the contrary notwithſtanding. *(Penalties may be added.)* *In witneſs*, &c.

Covenant to take in the goods.

Covenant to pay freight,

Or if goods be not put on board within the limited time, to pay dead freight.

Another.

Covenant for the maſter to take in goods within —— days after the

THIS *Indenture*, &c. *Witneſſeth*, &c. That the ſaid maſter doth hereby for himſelf, his executors and adminiſtrators, covenant and agree to and with the ſaid merchant, his executors and adminiſtrators, that he the ſaid maſter will within —— days after the ſaid ſhip's arrival at *C.* receive on board the ſaid ſhip the quantity of —— of ——

if

the factors or aſſigns of the ſaid merchant ſhall give notice to the ſaid maſter of their loading the ſaid —— within —— days next after the ſaid ſhip's arrival there, and ſhall and will deliver, &c. (*as in the laſt*) the danger, &c. excepted :) *And* the ſaid merchant doth hereby for himſelf, his factors, executors and adminiſtrators, covenant and agree to and with the ſaid maſter, his executors. adminiſtrators and aſſigns, that his factors or aſſigns ſhall and will, within the ſaid —— days after the ſaid ſhip's arrival at *C.* as aforeſaid, give notice to the ſaid maſter whether he will lade the ſaid —— (*the goods*) or not within the ſaid —— days after the ſaid ſhip's arrival there ; *And* that the ſaid merchant, his, &c. ſhall and will pay to the ſaid maſter, his executors, adminiſtrators or aſſigns, freight for what —— ſhall be laden on board as aforeſaid, and delivered to the ſaid merchant at *L.* at the rate of —— according, &c. within —— days next after the diſcharge and delivery thereof from aboard the ſaid ſhip unto the ſaid merchant, his, &c. in *L.* with primage and average as cuſtomary. (*A penalty may be added.*) *In witneſs*, &c.

ſhip's arrival, on —— days notice of putting them on board.

Another for the merchant's factor to give notice of putting the goods on board, and to pay freight.

Agreement for Freight from a Place between two Freighters and a Merchant, for two ſeveral Numbers of Tons.

Agreed, &c. *Between G. W.* and *T. S.* Merchants, Freighters of the good Ship or Veſſel called, &c. Burthen —— *G. P.* Maſter, now, &c. for a Voyage to *A.* and back to *L.* of the one Part, and *J. W.* of —— Merchant, of the other Part, as follows, *viz.*

THE ſaid *G. H.* doth hereby let unto the ſaid *J. W.* tonnage in the ſaid ſhip for —— tons, to be laden at *A.* with —— ; *And* the ſaid *T. S.* doth hereby let unto the ſaid *J. W.* tonnage, for —— tons more to be laden with —— as aforeſaid ; *And therefore* the ſaid *J. W.* for himſelf, his executors and adminiſtrators, doth hereby covenant and agree to and with the ſaid *G. W.* and *T. S.* their executors, adminiſtrators and aſſigns, ſeverally and reſpectively, that the ſaid *J. W.*'s factor or aſſigns at *A.* ſhall and will, within —— days appointed for the ſaid ſhip's ſtay at *A.* by charter-party by them made in that behalf, lade, or tender to be laden, aboard her as much —— as will lade the ſaid ſeveral parts of the ſaid ſhip's tonnage, to him by the ſaid *W. G.* and *T. S.* ſeverally letten as aforeſaid ; and with all convenient ſpeed after the ſaid ſhip's arrival at *L.* will receive and diſcharge the ſame out of her, and will pay freight for the ſame unto the ſaid *G. W.* and *T. S.* their executors or adminiſtrators, reſpectively, or unto the ſaid *G. P.* maſter of the ſaid ſhip on their behalf, within —— after delivery thereof, at and after the rate of, &c. with primage, &c. *In witneſs*, &c.

Covenant to put goods on board within the time limited by the charter party, and to receive them with ſpeed after arrival, and to pay freight to the freighters or to the maſter of the ſhip.

Another.

Agreed, &c. *Between*, &c.

THE ſaid *E. H.* and *J. V.* do each of them let unto the ſaid *R. H.* ——— tons of the ſaid ſhip's tonnage, for her homewards voyage from *A.* to *L.* at the freight, and to be laden as hereunder is mentioned; *And* therefore the ſaid *R. H.* for himſelf, &c. doth hereby covenant, &c. to and with, &c. that, &c. (*as in the laſt*) ſhall within ——— days after the arrival of the ſaid ſhip there, lade or tender to be laden aboard her, goods and merchandizes for her full loading, the ſaid ——— tons of the ſaid ſhip's tonnage, —— tons whereof is to be and ſhall be laden with —— and the remaining —— tons thereof with ——, and that he will receive and diſcharge the ſame with all convenient expedition after the ſaid ſhip's arrival at *L.* and ſhall and will alſo truly pay, or cauſe to be paid, for the ſaid tonnage to him letten as aforeſaid, for every ton of goods which ſhall be imported by the ſaid ſhip for the ſaid *R. H.* to *L.* within ——— days after a right diſcharge and delivery thereof, as followeth, *viz.* after the rate of, &c. with primage and average accuſtomed, and a portion according to his ſaid tonnage of two-third parts of all port charges, to grow due during the ſaid voyage. *In witneſs*, &c.

An Agreement for Tonnage on a Ship's returning Home.

Grant of 20 tons lading.

Covenant to lade goods, and to pay freight.

THIS *writing and agreement* indented, &c. made the, &c. *Between N. P.* of *L.* of the one part, and *T. P.* of *L.* of the other part, *Witneſſeth*, That he the ſaid *N. P.* for the conſiderations hereafter mentioned, hath granted and letten to freight unto the ſaid *T. P.* and that the ſaid *T.* hath hired of and from the ſaid *N.* the lading of 20 tons of goods and merchandizes as the ſaid *T. P.* his factors or aſſigns, ſhall think fit, box-wood and gaules only excepted, to be laden on board the *A.* of *L.* whereof the ſaid *T. H.* is commander at *S.* within 70 days next after the ſaid ſhip ſhall be capable to ſtow in cotton-wool, in *S.* aforeſaid, for her homeward lading; the ſaid ſhip being now bound out upon a voyage thither, and from thence directly to this port of *L.* to diſcharge and end her ſaid intended voyage: *In conſideration* whereof, the ſaid *T. P.* for herſelf, her executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *N. P.* his executors and aſſigns, by theſe preſents, not only within the 70 days, to be computed as aforeſaid, to lade or cauſe to be laden on board the ſaid ſhip at *S.* aforeſaid, the ſaid 20 tons as aforeſaid, but alſo well and truly pay, or cauſe to be paid, unto the ſaid *S. P.* his executors or aſſigns in *L.* freight for each ſeveral ton thereof, whether laden or not laden, to be paid in manner following, (that is to ſay,) One half or moiety thereof within ten days next after the return and diſcharge of the ſaid ſhip at the port of *L.* and the other half or moiety thereof within two months, then next following, together with average and primage accuſtomed:

cuſtomed: *And* to the performance hereof, each of the ſaid parties inds himſelf to the other in the ſum or penalty of double the value f the freight aforeſaid, firmly and truly by theſe preſents. *In vitneſs*, &c.

Agreement for Freight of —— Laſts of Pot-Aſhes from D.

Agreed, &c. *Between*, &c. bound out on a Voyage to *D.* and back to *L.* of the one Part, and, &c.

THE ſaid maſter for the conſiderations, &c. (*as in others*) agreed to and with the ſaid merchants, their executors and aſſigns, jointly nd ſeverally, that the ſaid ſhip within the time of her ſtay at *D.* for er other lading, ſhall receive and take aboard her for the ſaid merhants —— laſts of pot-aſhes, and within —— days after her arrival t *L.* will unlade and deliver the ſame unto the ſaid merchants, their xecutors or aſſigns, (the dangers, &c. excepted); *And* the ſaid merhants, for themſelves, their executors and adminiſtrators, do hereby ointly and ſeverally covenant, &c. (*as in others*,) that they the ſaid nerchants, their executors, factors or aſſigns, will lade, or tender the aid —— laſts of pot-aſhes to be laden aboard the ſaid ſhip at *D.* aforeaid, within the time of her ſtay there as aforeſaid, and within —— lays after her arrival at *L.* will receive and diſcharge the ſame from board her; and will likewiſe truly pay, &c. accounting the laſtage acording to cuſtom, within —— days after a right diſcharge and delivery hereof, as aforeſaid, with prim[illegible]e and average accuſtomed, and —— er laſt for Caploggen, for his care of the ſaid goods during the ſaid oyage. (*A penalty may be added*) *In witneſs*, &c.

Agreement for Freight from a Place (the Ship to ſail with a Convoy;) and to ſeal a Charter Party.

Memorandum, It is agreed, &c. *Between R. W.* &c. for and on the Behalf of *T. S.* of, &c. Maſter of the good Ship or Veſſel called the *L.* Burthen about —— Tons now at *N.* of the one Part; and the ſeveral Perſons who have ſigned and ſealed theſe Preſents, Merchants of *L.* of the other part, as followeth, *viz.*

THE ſaid *R. W.* doth hereby covenant and agree to and with the ſaid ſeveral merchants, that the ſaid ſhip ſhall ſail with the firſt onvoy for *A.* in *R.* and there take in the ſeveral quantities of ——, r other goods, which the ſaid merchants ſhall reſpectively ſubſcribe for, vith their names to theſe preſents, within the time of the convoy's ay there, and return with the ſaid convoy to the river of *T.* and deiver and end her voyage at the rate of —— *per* ton for pot-aſhes, and —— *per* ton for hemp and other goods, accounting the tonnage thereof s uſual, with —— *per* ton for primage and Caploggen; and will alſo ay average accuſtomed; (*here may be added a covenant to pay the freight:*)

And

And that the ſaid maſter ſhall within ——— after the date hereof, at the dwelling-houſe of *R. B.* &c. execute in due form of law a charter-party to the ſaid merchants of the ſaid ſhip, for performing the ſaid voyage according to the true meaning hereof; *One* part of which ſaid charter-party the ſaid merchants do alſo ſeverally agree at the ſame time, to ſeal and execute to the ſaid maſter. *In witneſs*, &c.

Part of an Agreement among Merchants, Freighters of a Ship, for their Factors buying and fitting up and lading the Ship.

—— That, &c. *T. D. E. S.* and *R. B. Engliſh* merchants jointly or any of them ſeverally, or their factors or factor at *L.* to buy and fit the ſaid ſhip the *C.* to ſea from *A.* aforeſaid, for *England*, for the uſe and account of us and the reſt of our late part owners of the ſaid ſhip, according to our and their ſeveral late intereſts herein, at any price not exceeding 4000 dollars: *And* we, the ſaid freighters of the ſaid ſhip, have hereunto put our hands and ſeals, together with our ſeveral quantities of tonnage of currans laden in the ſaid ſhip, and hereby likewiſe, for our own ſeveral and particular account, do ſeverally and reſpectively impower and authorize them the ſaid *T. D. E. S.* and *R. B.* our factors or factor, jointly, or any of them ſeverally, to buy and lade aboard the ſaid ſhip the *C.* at *A.* to be brought for *England* for our ſeveral accounts, our ſaid ſeveral quantities of tonnage of currans, hereunder with our ſeveral names ſubſcribed at any price or prices not exceeding 32 dollars, about 10 dollars a carrateel, and two dollars half a quarter roll currans, clear board of all charges: *And* we the ſaid *E. R. A. F.* and *J. J.* for ourſelves jointly and ſeverally, and for our ſeveral and reſpective executors and adminiſtrators, and for the reſt of the ſaid late part owners of the ſaid ſhip *C.* for us, our ſeveral and reſpective executors and adminiſtrators, do covenant, promiſe, grant and agree, to and with the ſaid *T. D. E. S.* and *R. B.* jointly and ſeverally by theſe preſents, well and truly to pay and reimburſe, or cauſe to be paid and reimburſed, unto the ſaid *T. D. E. S.* and *R. B.* or ſome or one of them, or their or ſome or one of their aſſigns, all ſuch ſum and ſums of money, coſts and charges whatſoever, which ſhall be by them or any of them paid or diſburſed, for the buying and fitting the ſaid ſhip the *C.* to ſea as aforeſaid. *In witneſs*, &c.

Agreement to carry Paſſengers beyond Sea.

Agreed the, &c. *Between* *J. G.* Maſter of the Ship called the *E.* bound out on a Voyage to *P.* of the one Part, and *H. K. J. L.* and *H. M.* for themſelves, for and on Behalf of about —— other Perſons, Men, Women and Children (of their Country) who ſhall be tranſported in the ſaid Ship and Voyage for *P.* of the other Part, as followeth, *viz.*

THE ſaid *J. G.* doth hereby covenant and agree to and with the ſaid *H. K. J. L.* and *H. M.* that in conſideration of his being paid ——*l.* ſterling *per* head, by or for ſuch and ſo many of the ſaid paſſengers or perſons ſo to be tranſported, men, women and children, accounting two children under ten years of age but as one child or perſon, and four ſucking children as none, at or before his, her or their entrance on board the ſaid ſhip, he the ſaid *J. G.* will receive him, her and them, by or for whom he ſhall be ſo paid as aforeſaid, on board the ſaid ſhip within —— days from the date hereof, from *D.* outwards, and a cheſt or trunk for each paſſenger, and will provide them with cabins, and convenient room for lodging, and wholeſome and ſufficient victuals and proviſions, during the ſaid voyage, and will with all convenient ſpeed depart from and out of the river *T.* and go either North about *Scotland* in company with the *Ruſſia* convoy, or through the channel with ſome other convoys, and ſail and apply directly to the city of *P.* in *P.* and there will deliver the ſaid paſſengers, and their cheſts, trunks and goods aſhore, without paying or allowing any other charge than the ſaid ——*l. per* head as aforeſaid, (the dangers of, &c. excepted:) *And* the ſaid *J. G.* doth hereby acknowledge to have received a bill for ——*l.* drawn upon or payable by *H. W.* which ſum is in part of what he ſhall receive for ſo many of the ſaid paſſengers, for whom the ſaid ——*l. per* head ſhall be paid as aforeſaid, and is to be allowed accordingly; and the ſaid *H. K. J. L.* and *H. M.* on behalf of themſelves and the ſaid other perſons, do covenant, &c. that they ſhall go on board at any time within the time aforeſaid, upon —— days notice given to ſaid *H. K. J. L.* and *H. M.* by the ſaid *J. G.* *In witneſs*, &c.

FOURTEENTHLY, Concerning Wagers and Gaming.

For an Horſe Race.

Agreed, &c. *Between* *J. H.* of the one Part, and *T. K.* of the other Part, *viz.*

THE ſaid *T. K.* doth undertake and covenant with the ſaid *J. H.* that on the —— day of —— next, a black gelding belonging to Mr. *N. T.* having a farcy on his off-leg before, ſhall, ſick or well, run the

the —— mile courſe on —— downs, againſt a grey gelding, belonging to the ſaid *J. H.* which he bought of Mr. *R. J.* *And* the ſaid *J. H.* doth likewiſe undertake and covenant with the ſaid *T. K.* that his ſaid grey gelding ſhall, ſick or well, on the ſaid, &c. run the ſaid —— miles courſe againſt the ſaid black gelding: *And it is mutually agreed*, That if the black gelding comes firſt to the end of the ſaid courſe, according to the judgment of two indifferent perſons, for that purpoſe to be choſen, then he the ſaid *J. H.* ſhall and will pay the ſaid *T. K.* —— guineas of gold: and that if the grey gelding comes firſt to the end of the ſaid courſe, according to ſuch judgment as aforeſaid, then the ſaid *T. K.* ſhall and will pay the ſaid *J. H.* —— guineas. *And it is agreed* each horſe ſhall carry 10 ſtone weight; and further, that the wager-money ſhall be depoſited into the hands of Mr. *N. H.* to be paid to the winning party according to this agreement: *And it is alſo agreed*, That if any failure ſhall be of either of the ſaid horſes running, as aforeſaid, the party undertaking as aforeſaid for ſuch horſe which ſhall ſo fail, or not run, ſhall forfeit and loſe his wager, and the whole —— guineas ſhall be paid to the other of them, as if ſuch horſe had actually run and loſt. *(Penalty.)* *In witneſs*, &c.

FIFTEENTHLY, Agreements concerning the preſenting, carrying on, defending and ending Suits in Law and Equity, &c. and accommodating Diſputes and Differences.

An Agreement between ſeveral Tenants who had been ſerved with Declarations in Ejectment for Non payment of Ground-Rent, to depoſit their Proportions in one Tenant's Hands, that he may pay the ſaid Rent to prevent future Ejectments.

Articles, &c. *Between A. B. C. D. E. F.* &c. (the ſeveral Inhabitants of and living in the Pariſh of *R.* in the County of *S.* and the ſeveral Tenants of *D. D.*) of the one Part, and *E. E.* (another Inhabitant of the ſame Pariſh, and alſo a Tenant to the ſaid *D. D.*) of the other Part.

WHEREAS *S. A.* deceaſed, in his life-time was ſeiſed and poſſeſſed of and in ſeveral ground-rents and hereditaments, ſituate, lying and being in the ſaid pariſh of *R.* and being ſo ſeiſed did, by his laſt will and teſtament in writing duly executed, give and deviſe the ſame to the ſaid *D. D.* and alſo did appoint the ſaid *D. D.* ſole executor thereof, as by the ſaid will more fully may appear: *And whereas* the ſaid *S. A.* being ſince dead, he the ſaid *D. D.* hath duly proved the ſaid will, and taken upon him the execution thereof; and there being a year's ground-rent due and in arrear from all or moſt of the ſaid tenants above mentioned, he the ſaid *D. D* did deliver to them ſeveral ejectments for the recovery thereof, and thereby put them to great charges, which arrear of ground-rent has been ſince paid, and all matters touching the ſame have been compromiſed and agreed: *And whereas* it is in the power of the ſaid *D. D.* (in caſe any of the tenants

ants ſhall at any time hereafter make like default in payment of their
:ſpective ground-rents) to bring ejectments, and to enter and diſtrain
or the ſame upon ſuch of the ſaid tenants as he ſhall think fit, notwith-
anding ſuch tenant or tenants ſhall have paid, or be willing to pay the
ime, which will prove a great damage and hardſhip on ſuch tenant or
:nants: *Now theſe preſents witneſs*, That to prevent any ſuch damage
hich from henceforth ſhall or may happen to any ſuch tenant or te-
ants, and to the intent that the ſaid ground rent may from henceforth
e duly and conſtantly paid, and no further trouble be had thereon, it is
ereby unanimouſly covenanted, agreed and declared by and between
ll the parties to theſe preſents, and they the ſaid *A. B. C. D.* &c. the
id ſeveral before mentioned tenants, for themſelves ſeverally and re-
ectively, and not jointly, and for their ſeveral and reſpective execu-
ors, adminiſtrators and aſſigns, do, and each of them doth covenant,
romiſe, grant and agree, to and with each other of them by theſe
reſents, in manner as follows, *viz.* That each of them the ſaid ſeveral
enants ſhall and will from henceforth yearly, *viz.* on or before the feaſt-
ay of —— in every year yearly, out of each of their reſpective rents
ue and payable for each of their reſpective houſes, from time to time
ay and depoſit into the hands of the ſaid *E. E.* his executors and admi-
iſtrators, the ſum of 3*s.* 3*d. per* pound, or thereabouts, being each of
ieir proportionable parts or ſhares of and in the ſaid ground-rent: *And*
iat it ſhall and may be lawful to and for him the ſaid *E E.* his execu-
ors, adminiſtrators and aſſigns, from time to time, to pay the ſame to
ie ſaid *D. D.* or to ſuch other perſon or perſons who for the time being
ſhall be the ground landlord of the premiſſes, and have right to receive
ie ſame: *And further, alſo*, That if any of them the ſaid tenants ſhall
eglect or refuſe to pay ſuch proportionable part of his or their ground-
ent in manner as aforeſaid, and that if and in caſe any ejectment or
iſtreſs ſhall at any time hereafter be brought or made for the ſame by
ie ground-landlord for the time being, then in every ſuch caſe it ſhall
id may be lawful for every ſuch tenant or tenants, who ſhall be ſo
iſtrained upon, to enter upon and make a like diſtreſs or diſtreſſes, or
ſe to bring any action or actions for the ſame upon or againſt any of
ie ſaid tenant or tenants which ſhall ſo neglect or refuſe to pay ſuch his
roportionable part in manner as aforeſaid. *And* the ſaid *E. E.* for him-
lf, his executors, adminiſtrators and aſſigns, doth covenant and agree
) and with each and every the reſt of them the ſaid ſeveral before men-
oned tenants, and to and with each and every of their executors and
dminiſtrators, by theſe preſents, in manner as follows, *viz.* That he
ie ſaid *E. E.* his, &c. ſhall and will yearly from time to time pay, or
auſe to be paid, to the ſaid *D. D.* or to ſuch other perſon or perſons
or the time being of the ſaid premiſſes, who ſhall have right to receive
ie ſame, as well the ſaid 3*s.* 3*d. per* pound, to be paid and depoſited to
im as aforeſaid, according to the true intent of the before mentioned
ovenant for that purpoſe, as alſo his and their own like proportionable
art of 3*s.* 3*d. per* pound; and thereof and therefrom ſhall ſave harm-
ſs and indemnified them the ſaid *A. B.* &c. their executors, adminiſ-
rators and aſſigns, and every of their goods, chattels, lands and tene-
ents, of and from all actions, ſuits, troubles, diſtreſſes, coſts and
harges whatſoever, which they, or any of them, ſhall or may ſuſtain
r be put unto for or by reaſon of his the ſaid *E. E.*'s not paying ſuch

money,

money, or any part thereof, to ſuch ground landlord or landlords. *And* for the true performance of all and every of the covenants, matters and things herein contained on the part of each party to be done and performed, each of them the ſaid parties for himſelf, his executors and adminiſtrators, doth hereby bind himſelf and herſelf unto the other of them, and unto the executors and adminiſtrators of the other of them, in the ſum of —— of lawful money, firmly by theſe preſents. *In witneſs*, &c.

Agreement about bearing equal Charges in a Law-Suit, to be brought for the Recovery of an Eſtate.

Articles, &c. *Between A. B.* of —— of the firſt Part, *C. D.* of —— of the ſecond Part, *E. F.* of —— of the third Part, *G. H.* of —— of the fourth Part, *J. K.* of —— of the fifth Part, and *L. M.* of —— of the ſixth Part, in Manner and Form following, (that is to wit.)

WHEREAS *T. P.* of —— and *T. F.* of —— are poſſeſſed of a Chaſe, lying and being in the county of *D.* and pretend that the bounds and limits thereof do extend to, and are in and upon ſome of the reſpective lands of the ſaid *A. B. C. D. E. F. G. H. J. K.* and *L. M.* which lie adjacent next or near unto the ſaid Chaſe, which they conceive not to be within the grounds, limits or precincts of the ſaid Chaſe, by reaſon whereof ſome or divers ſuit or ſuits is or are likely to ariſe, be brought or commenced: *And whereas* it is agreed by and between the ſaid parties, any or either of them, at any time or times hereafter, that they and every of them do and ſhall bear and pay their reſpective ſhares and parts of the coſts and damages thereof: *Now theſe preſents witneſs*, That the ſaid *A. B. C. D.* &c. —— and every of them, do hereby covenant, promiſe and agree, to and with each other, that they the ſaid *A. B. C. D.* &c. —— and every of them, their and every of their executors, adminiſtrators and aſſigns, ſhall and will pay and bear their reſpective equal ſhares and parts of all the coſts and damages of all and every ſuch action and actions, ſuit and ſuits, as at any time or times hereafter ſhall or may be brought by or againſt them, or any or either of them. *In witneſs*, &c.

An Agreement to ſettle two Houſes in London *to ſeveral Uſes, if they be recovered at Law, and to pay Charges.*

Articles, &c. *Between*, &c.

WHEREAS *J. W.* being heretofore ſeiſed in her demeſne as of fee, of and in all thoſe the chapel-houſe, tenements, ſhops, cellars, ſollers and rooms, with their appurtenances in St. *P. C. L.* did by her laſt will and teſtament in writing, dated, &c. give and deviſe the ſame, and the reverſion and reverſions thereof, to *R. W.* her ſon, and the

heirs of his body lawfully begotten; and for default of ſuch iſſue, *H. W.* her ſecond ſon, and the heirs of his body lawfully begotten; for default of ſuch iſſue, to *R. H.* ſon of *J. H.* and *S.* his wife, the heirs of the body of the ſaid *R.* lawfully to be begotten; and default of ſuch iſſue, to the heirs of the bodies of the ſaid *J. H.* and the ſaid *S.* his wife, the daughter of the ſaid *J. W.* between them fully begotten: *And whereas* the ſaid *R. W.* and *H. W.* are long ce dead without iſſue, and the ſaid *R. H.* being alſo dead, left iſſue by ſaid *S.* his wife two daughters *A.* and *M.* which *A.* dying without e, the ſaid *M.* married one *J. H.* and had iſſue *M. H.* late the wife he ſaid *T. R.* *And* the ſaid *M. H.* being unjuſtly kept out of the eſſion of the ſaid premiſſes, the ſaid *T. R.* her huſband, after his riage with her, commenced and proſecuted ſeveral ſuits in law and ncery concerning the premiſſes, and in order to the recovering of the houſe and premiſſes, wherein he expended and laid out above 200*l.* the ſaid *M.* dying before the premiſſes were recovered, the right title to the ſaid lands, according to the ſaid will and intail made by ſaid *J. W.* did of right come and is accrued to the ſaid *H. G.* being and heir of the ſaid *M.* by *H. G.* her former huſband; and the ſaid *M.* having other lands which ſhe might have freely diſpoſed of and not, but did leave them to deſcend to the ſaid *H. G.* did at ſeveral es before her death declare her mind and intention, that the ſaid *T.* her huſband ſhould be by her ſaid ſon ſatisfied and paid all diſburſe- nts and monies expended in the ſaid ſuits; and moreover did deſire, the ſaid *T. R.* who by reaſon of his long time ſpent, and great s taken in the proſecution of the ſaid ſuits, was the beſt able to t the ſaid *H. G.* would afford the ſaid *H.* his beſt endeavours for the nvery of the ſaid premiſſes: *Now* for the accompliſhing the deſires the ſaid *M. R.* and for a final concluſion of all differences between n the ſaid *H. G.* and the ſaid *T. R.* touching the premiſſes, *It is eby declared*, and alſo covenanted, granted and agreed, by and be- een the ſaid parties to theſe preſents, in manner and form following, at is to ſay,) *That* the ſaid *T. R.* ſhall and will from time to time, the coſts and charges of the ſaid *H. G.* commence and proſecute for ſaid *H. G.* all ſuch ſuits in the court of *H. London*, and in the rt of *C.* or elſewhere, for and towards the obtaining or recovering of ſaid houſes tenements and premiſſes in St. *P. C. L.* aforeſaid, as he ſaid *T. R.* ſhall think fit, or as by the counſel of the ſaid *H. G.* rned in the law ſhall be adviſed, and that within two months or ner: *And* ſo ſoon as conveniently it can be done after the ſaid tene- nts and premiſſes ſhall be recovered and obtained by the ſaid *H. G.* he ſaid *H.* ſhall, at his own proper coſts and charges, by fine and reco- y, or otherwiſe, and by ſuch ways and means as the counſel of the d *T. R.* ſhall adviſe, charge, aſſure, convey and ſettle the ſaid tene- nts and premiſſes in manner following, and to the ſeveral uſes, in- nts and purpoſes, or to ſuch effect as is herein after expreſſed, (that to ſay,) Firſt he ſhall charge the ſame with the payment of a arly rent of 20*l.* *per ann.* to the ſaid *T. R.* during his natural life, yable quarterly, or at four days and times in the year therein to expreſſed, to be paid without any defalcation, deduction or abate- ent, for or in reſpect of any taxes, aſſeſſments, contribution, artering of ſoldiers, or other matters or things whatſoever ordinary

or

or extraordinary, and with a ſufficient power to diſtrain for the ſame, which ſaid yearly rent is and ſhall be, and is agreed to be, in ſatisfaction of the monies by him the ſaid *T. R.* expended in the life-time of the ſaid *M. R.* and by her appointed to be paid as aforeſaid: *And* the ſaid *G. H.* ſhall limit the ſaid tenements and premiſſes ſo charged as aforeſaid, to the uſe of himſelf the ſaid *H. G.* for and during the term of his natural life, without impeachment of or for any manner of waſte; and from and after the death of the ſaid *H. G.* to the uſe and behoof of *A.* his now wife, if ſhe be then living, for and during the term of her natural life, for and towards her better maintenance and ſupport; *And* from and after her deceaſe, to the uſe and behoof of the firſt ſon of the ſaid *H. G.* and the heirs of the body of ſuch firſt ſon lawfully to be begotten; *And* for default of ſuch iſſue, to the uſe and behoof of the ſecond ſon, &c. and all other the ſons of the ſaid *H. G.* ſucceſſively one after another, in order and courſe as they ſhall be in order and ſeniority of age and priority of birth, and their ſeveral heirs of their ſeveral and reſpective bodies lawfully to be begotten; every elder of the ſaid ſons and the heirs of his body being always preferred before the younger and the heirs of their bodies; *And* for default of ſuch iſſue, to the uſe and behoof of all and every the daughters, &c. *And* for default of ſuch iſſue, to the uſe and behoof of *E. R.* and *T. R.* ſons of the ſaid *T. R.* party to theſe preſents, by the ſaid *M.* his wife, deceaſed, brethren of the ſaid *H. G.* and of *M. G.* ſiſter of the ſaid *H. G.* as tenants in common and not as jointenants, and to be equally divided amongſt them the ſaid *E. R. T. R.* the ſon, and *M. G.* ſhare and ſhare alike, and to the uſe of the ſeveral heirs of the ſeveral and reſpective bodies of them the ſaid *E. P.* and *T. R.* the ſon, and of the ſaid *M. G.* *And* for default of ſuch iſſue, to the uſe of the right heirs of the ſaid *M. G.* deceaſed, mother of the ſaid *H. G.* for ever; *And* that he the ſaid *G. H.* ſhall and will from time to time, and at all times after that the ſaid tenements and premiſſes ſhall be recovered or obtained by or for the ſaid *G. H.* or that he ſhall be thereof ſeiſed, at and upon the reaſonable requeſt of the ſaid *T. R.* do and ſuffer, and cauſe to be done and ſuffered, all and every act and acts, thing and things whatſoever, for the charging and conveying, aſſuring and ſettling of the ſaid tenements and premiſſes, to the uſes, intents and purpoſes herein before mentioned, which by the ſaid *T. R.* or his counſel learned in the law, ſhall be reaſonably deviſed, or adviſed and required. *Alſo* it is agreed between the ſaid parties to theſe preſents, and the ſaid *H. G.* for himſelf, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid *T. R.* his executors and adminiſtrators, by theſe preſents, that he the ſaid *H. G.* ſhall and will pay and bear all the charges of the ſaid ſuits concerning the ſaid tenements and premiſſes; and alſo ſhall and will, in conſideration of the labour, travail and attendance of the ſaid *T. R.* about the ſame, or in ſolicitation thereof, pay and allow unto him the ſaid *T. R.* 2*s.* 6*d.* for every court day of the Huſtings, *London*, for pleas of land during the continuance of any action or ſuit there touching the premiſſes, which ſhall be ſolicited or followed by the ſaid *T. R.* and alſo 2*s.* 6*d.* every day wherein the ſaid *T. R.* ſhall attend at the court of Chancery, or at any ſeals of the ſaid court, or at any other court or place whatſoever, where he ſhall neceſſarily attend or ſolicit about or concerning the premiſſes, or by reaſon of his undertaking the ſolicita-

To pay all charges.

tion

of the ſaid ſuits. *And laſtly*, it is agreed between the ſaid parties heſe preſents, and the ſaid *H. G.* for himſelf, his heirs, executors adminiſtrators, doth covenant, promiſe and grant, to and with the *T. R.* his executors and adminiſtrators, by theſe preſents, that he ſaid *H. G.* ſhall and will, within one month after he ſhall have re-ered the ſaid tenements and premiſſes, pay, or cauſe to be paid, unto ſaid *M. G.* his ſiſter the ſum of 20*l.* of lawful money of *England*, for towards the increaſe of her portion. *In witneſs*, &c.

Agreement between two Aſſignees of a Commiſſion of Bankruptcy, to ear the Expences of Suits pro *and* con. *in Proportion to their reſpective Debts.*

Articles, &c. *Between O. P.* of, &c. and *M. S.* of, &c.

WHEREAS a commiſſion of bankruptcy was ſome time ſince iſſued out againſt *T. B.* of, &c. and he the ſaid *T. B.* by the nmiſſioners in the ſaid commiſſion named, has been found and declar-a bankrupt; and they the ſaid *O. P.* and *M. S.* have been ſince legal-choſen, and now are the aſſignees of the ſaid bankrupt's eſtate: *And ereas* there is now juſtly due from the ſaid bankrupt's eſtate to them ſaid *O. P.* and *M. S.* the ſeveral debts following, *viz.* To the ſaid *P.* the ſum of 223*l.* 14*s.* and to the ſaid *M. S.* the ſum of 37*l.* ich reſpective debts have been by them the ſaid *O. P.* and *M. S.* y proved before the ſaid commiſſioners: *And whereas* there are two ſs cauſes now, and which for ſome time have been depending in the h court of Chancery (*inter alia*) touching the ſaid bankrupt's eſtate debts due from and to the ſame, (in one of which cauſes *A. H.* low is plaintiff; and the ſaid *O. P.* and *M. S.* (as aſſignees) and ers therein named, are defendants; and in the other of the ſaid ſes the ſaid *O. P.* and *M. S.* (as aſſignees) are plaintiffs, and the ſaid *H.* and others therein named, are defendants) wherein ſeveral ſums money have been and will be by them the ſaid aſſignees paid and ex-nded in the proſecuting, defending and carrying on the ſaid cauſes fore the final determination thereof: *Now theſe preſents witneſs*, That regard of the diſproportion of the ſaid debts ſo due to them the ſaid *P.* and *M. S* as aforeſaid, and to prevent all diſputes between them, well touching the charge of ſuing for the ſaid commiſſion of bank-ptcy, as alſo touching the defending and carrying on the ſaid ſeveral uſes, and for the aſcertaining of each of their parts and ſhares in the arge of ſo doing, it is hereby mutually covenanted, agreed and de-ared, by and between them the ſaid *O. P.* and *M. S.* for themſelves verally and reſpectively, and for their reſpective executors and admi-ſtrators, in manner as follows, *viz.* That as well all charges and pences whatſoever which have been paid and diſburſed in the ſuing th and taking out the ſaid commiſſion of bankruptcy, as alſo bills for fees, coſts, charges and expences whatſoever, which have en already paid and expended for the proſecuting, defending and car-ing on the ſaid ſeveral cauſes, ſhall be born, paid and ſuſtained by em the ſaid *O. P.* and *M. S.* reſpectively, rateably, and proportiona-y, according to their ſeveral debts of 223*l.* 14*s.* and 37*l.* ſo reſpec-

tively

tively due to them as aforeſaid: *And alſo* that all and every the ſubſequent bills for fees, coſts, charges, damages and expences whatſoever, which ſhall from henceforth be paid, expended, diſburſed or ſuſtained as well in the defending, as alſo for the carrying on the ſaid ſeveral cauſes, until the final determination of the ſaid ſeveral cauſes, as likewiſe all charges of decrees, and all other proceedings on ſuch final determination of the ſaid ſeveral cauſes, ſo far as relates to them the ſaid aſſignees ſhall alſo be reſpectively born, paid, ſatisfied, diſcharged and ſuſtained by them the ſaid *O. P.* and *M. S.* reſpectively, and by their ſeveral executors and adminiſtrators rateably and proportionably, according to their ſaid ſeveral debts ſo due to them as aforeſaid; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In *witneſs*, &c.

Articles of Agreement to pay a proportionable Part of the Coſts in an Action of Ejectment, according to the Value of each Tenant's Land.

Articles of Agreement indented Tripartite, made, &c. *Between E. C.* of, &c. Eſq; of the firſt Part, *W. N.* of, &c. Gent. of the ſecond Part, and *A. B.* of, &c. Widow, and *J. B.* of, &c. of the third Part, as followeth.

IMPRIMIS, *Whereas* an action of treſpaſs and ejectment is now depending in his majeſty's court of *C. P.* at *Weſtminſter*, between *F.* eſq; plaintiff, and the ſaid *E. C.* defendant, for the manors of *R.* &c. *cum pertinentiis*, and 13 meſſuages, &c. *And whereas* the ſaid manors, and part of other the ſaid meſſuages, lands and premiſſes of the yearly value of 140*l.* are the poſſeſſions or inheritance of the ſaid *E.* and other part of the ſaid meſſuages, lands and premiſſes, of the yearly value of 200*l.* are the poſſeſſions or inheritance of the ſaid *W. N.* and the reſidue of the ſaid meſſuages, lands and premiſſes of the yearly value of 72*l.* are the poſſeſſions or inheritance of the ſaid *A. B. J. B.* or one of them. *And whereas* the ſaid *E. C.* at the ſpecial inſtance and requeſt of the ſaid *W. N. A. B.* and *J. B.* was by a rule of his majeſty's ſaid court of *C. P.* at *Weſtminſter*, admitted defendant in the ſaid action, in order to defend not only his own title, but alſo the title of them the ſaid *W. N. A. B* and *J. B.* to the ſaid manors, meſſuages, lands and premiſſes: *And whereas* the ſaid action came to trial in his majeſty's ſaid court of *C. P.* at *Weſtminſter*, in *Eaſter* term in the ——— year of his now majeſty's reign, and a ſpecial verdict was found therein by the jurors impanelled to try the ſame: *Now it is hereby covenanted*, granted, concluded and agreed upon by the ſaid *W. N.* for himſelf, his heirs, executors and adminiſtrators reſpectively, and for and in reſpect of his and their ſeveral intereſts, and by the ſaid *A. B.* and *J. B.* for themſelves, their, &c. reſpectively, for and in reſpect of their ſaid intereſts, to and with the ſaid *E. C.* his executors and adminiſtrators, that if judgment ſhall be given for the plaintiff in the ſaid action for the recovery of all or any part of the ſaid manors, meſſuages, lands and premiſſes, which are the poſſeſſion or inheritance of the ſaid *E. C.* together with any of the ſaid meſſuages, lands and premiſſes, which are the poſſeſſions or inheri-

tance

: of the ſaid *W. N.* and together with all or any part of the ſaid ſuages, lands and premiſſes, which are the poſſeſſion or inheritance of ſaid *A. B.* and *J. B.* or one of them; that then they the ſaid *W. N. B.* and *J. B.* their heirs or aſſigns, ſhall well and truly pay, or ſe to be paid, to the ſaid *E. P.* his executors, adminiſtrators or aſ-s, their full ſhare and proportion, according to the yearly valuations ve mentioned, of all full damages and coſts as ſhall be aſſeſſed or re-ered upon him the ſaid *E. C.* as defendant in the ſaid action. The *W. N. A. B.* and *J. B.* do by theſe preſents ſeverally, and not tly, for themſelves, their heirs, &c. covenant and grant to and with ſaid *E. C.* his heirs, &c. that in caſe judgment ſhall be given for the intiff in the ſaid action for the recovery of all or any part of the ſaid ſſuages, lands or premiſſes, which are the poſſeſſions or inheritance the ſaid *W. N.* and of all or any part of the ſaid meſſuages, lands and miſſes, which are the poſſeſſions or inheritance of the ſaid *A. B.* and *B.* or one of them, and not for all or any part of the ſaid manors, ds and premiſſes, which are the poſſeſſions or inheritance of the ſaid *C.* that then they the ſaid *W. N. A. B.* and *J. B.* their heirs or aſ-s, ſhall and will proportionably, according to the ſeveral valuations their eſtates as aboveſaid, well and truly pay, or cauſe to be paid, to the ſaid *E. C.* his, &c. all ſuch coſts and damages which ſhall be ſſed or recovered againſt him the ſaid *E. C.* his, &c. in the ſaid ac-n. The ſaid *W. N.* doth by theſe preſents for himſelf, his heirs, covenant and grant to and with the ſaid *E. C.* his heirs, &c. that in e judgment ſhall be given for the plaintiff in the ſaid action for recovery of all or any part of the ſaid meſſuages, lands or premiſſes, ich are the poſſeſſions or inheritance of the ſaid *W. N.* and not for all any part of the ſaid manors, meſſuages, lands and premiſſes, which the poſſeſſion or inheritance of the ſaid *E. C. A. B.* and *J. B.* or of them, that then the ſaid *W. N.* his heirs or aſſigns, ſhall and will l and truly pay, or cauſe to be paid, unto the ſaid *E. C.* his heirs, cutors or adminiſtrators, all ſuch coſts and damages which ſhall be ſſed or recovered againſt him the ſaid *E. C.* his heirs, executors or miniſtrators, in the ſaid action. The ſaid *A. B.* and *J. B.* do by ſe preſents for themſelves and either of them, their and either of their s, &c. ſeverally covenant and grant to and with the ſaid *E C.* his rs, &c. that in caſe judgment ſhall be given for the plaintiff in the ſaid ion for the recovery of all or any part of the ſaid meſſuages, lands or miſſes, which are the poſſeſſions or inheritance of the ſaid *A. B.* and *B.* or either of them, and not for all or any part of the ſaid manors, uages, lands or premiſſes, which are the poſſeſſions or inheritance of aid *E. C.* and *W. N.* or either of them, that then they the ſaid *B.* and *J. B.* their heirs or aſſigns, ſhall and will well and truly pay, auſe to be paid, unto the ſaid *E. C.* his heirs, executors or admi-ators, all ſuch coſts and damages which ſhall be aſſeſſed or recovered nſt him the ſaid *E. C* his heirs, executors or adminiſtrators, in the action. *In witneſs*, &c.

An

An Agreement between Watermen, to pay a Penny a-piece per *Week into a Perſon's Hands, to defray Expences of proſecuting Hoymen obſtructing and damaging their Boats.*

Articles, &c. *Between* the ſeveral Parties whoſe Names are hereunto ſubſcribed, being all Watermen plying at *Sab's* Stairs, commonly *Bear-Key* Stairs, in the Pariſh of *St. Dunſtan in the Eaſt*, in the City of *London*, of the one Part, and *T. J.* of the ſame Pariſh, Victualler, of the other Part, as follows:

WHEREAS ſeveral corn hoymen, who bring their corn to *Bear-key* market, often ground their hoys ſo near or before *Sab's* ſtairs or *Bear-key* ſtairs aforeſaid, ſo that the ſaid watermen, parties to theſe preſents, are in a great meaſure prevented from plying at the ſaid ſtairs, and following their reſpective employments there; and the ſaid hoymen do often ſwing their hoys at all times of the tide, (although they ought not to ſwing the ſame until near high water) by which means ſeveral of the boats or wherries of the ſaid watermen, parties to theſe preſents, are frequently ſtaved, ſunk, and very much damaged, to their (the ſaid watermen, parties to theſe preſents) very great loſs and damage: *And whereas* the ſaid ſeveral watermen, parties to theſe preſents, are come to a reſolution, that application ſhall be made by them, or ſome of them, or ſome perſon or perſons on their or ſome of their behalfs, to the right honourable the lord mayor of the city of *London* for the time being, that the ſaid hoymen may be reſtrained from ſtopping up the ſaid ſtairs, or ſwinging their hoys before high water, and that ſufficient room may be left for the ſaid watermen, parties to theſe preſents, to ply at the ſaid ſtairs: And likewiſe to commence ſuits or actions againſt the ſaid hoymen, or any of them, in caſe the ſaid watermen, parties to theſe preſents, or any of them, ſhall ſuffer any damage by reaſon of the ſaid hoymen ſwinging their ſaid hoys as aforeſaid: But in regard ſuch application, ſuits or actions, will neceſſarily be attended with ſome expence, the ſaid ſeveral watermen, parties to theſe preſents, are come to the agreement hereinafter mentioned: *Now theſe preſents witneſs*, That the ſeveral watermen, parties to theſe preſents, do hereby for themſelves ſeverally, and not jointly, or one for the other, or for the heirs, executors or adminiſtrators of the other, but each of them for himſelf and his own heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *T. J.* his executors and adminiſtrators, by theſe preſents, in manner following, (that is to ſay,) That the ſaid ſeveral watermen, parties to theſe preſents, ſhall and will weekly, during the ſpace of 31 years, commencing from the date hereof, pay, or cauſe to be paid, into the hands of *T. J.* his executors or adminiſtrators, the reſpective ſums of one penny a-piece; which ſaid money when paid to and received by the ſaid *T. J.* his executors or adminiſtrators, is to be by him or them laid out and applied for and towards the diſcharge and payment of the coſts and charges (which ſhall be occaſioned by reaſon or means of making ſuch application, or commencing ſuch ſuit or action by or on behalf of the ſaid

uid watermen, parties to theſe preſents, or any of them, as aforeſaid)) ſuch perſon or perſons, at ſuch times, and in ſuch proportions and anner, as the ſaid watermen, parties to theſe preſents, or the major rt of ſuch of them as ſhall be then living, ſhall direct or appoint. *And rther*, That in caſe any ſuit or ſuits in law or equity ſhall be brought commenced by or againſt the ſaid watermen, parties to theſe preſents, any of them, by or againſt the ſaid hoymen, or any of them, or any her perſon or perſons, in relation to the ſaid premiſſes, and that then e ſaid monies ariſing by the ſaid one penny a piece *per* week ſhall not ſufficient to anſwer the charges of ſuch ſuit or ſuits, then the ſaid atermen, partjes to theſe preſents, or their reſpective heirs, executors adminiſtrators, ſhall and will well and truly pay in equal ſhares and oportions into the hands of the ſaid *T. J.* his executors or admiſtrators, (or into the hands of ſuch other perſon or perſons, as they the major part of them ſhall by writing under their hands nominate d appoint,) ſo much money as will anſwer and pay ſuch coſts and arges ariſing by ſuch ſuits in law or equity, over and above the 1*d.* r week as aforeſaid. *And further*, That the ſaid watermen, parties theſe preſents, ſhall and will indemnify and ſave harmleſs the ſaid . *J.* executors and adminiſtrators, of and from all coſts, charges, mages and expences, which he the ſaid *T. J.* his executors and admiſtrators, ſhall and may neceſſarily ſuſtain, ſuffer or be put unto by aſon or means of theſe preſents, or any thing ariſing therefrom or lating thereto, (ſo as ſuch coſts and charges be not occaſioned by e non-performance of the ſeveral agreements herein contained, and hich are on the part and behalf of him the ſaid *T. J.* his executors and miniſtrators, intended to be done and performed) *Provided always*, d it is hereby declared and agreed by and between the ſaid parties to eſe preſents, that in caſe the ſaid ſeveral watermen, parties to theſe eſents, or the major part of them living, ſhall at any time or times reafter be inclined to nominate and appoint any other perſon or perns in the ſtead and room of the ſaid *T. J.* his executors or adminiſtors, for the receiving the ſaid payments of 1*d. per* week as aforeſaid; en it is hereby agreed that the ſaid watermen, parties to theſe eſents, or the major part of them, ſhall have power and authority by y deed or deeds, writing or writings under the hands of them, or the ajor part of them, to nominate and appoint any other perſon or perns, to receive the ſaid ſeveral payments of 1*d. per* week as aforeſaid, d thereupon the ſaid *T. J.* his executors or adminiſtrators, ſhall and ll pay, or cauſe to be paid, all ſuch monies, as ſhall be by him or them the time received by virtue of the ſeveral weekly payments hereby reed to be made as aforeſaid, and which ſhall not be by him or them d out or applied by the direction or appointment of the ſaid wateren, parties to theſe preſents, or the major part of them, for the rpoſes aforeſaid; *To* the payment of which money accordingly by e ſaid *T. J.* his executors or adminiſtrators, unto ſuch perſon or rſons as ſhall be nominated by the ſaid watermen, or the major part them as aforeſaid, the ſaid *T. J.* doth hereby bind himſelf, his irs, executors and adminiſtrators. *And laſtly*, The ſaid ſeveral parts to theſe preſents, do hereby bind themſelves, their heirs, executors d adminiſtrators, in the reſpective penal ſum of 10*l.* for the ſpeci-

ſic performance and execution of the ſeveral covenants, clauſes and agreements herein contained, and which are on their reſpective parts to be done, executed and performed. *In witneſs*, &c.

An Agreement to redreſs Abuſes in the making and dealing in Butter, and for raiſing and depoſiting Money for proſecuting Offenders.

Articles of Agreement made, &c. *Between* the ſeveral Perſons whoſe Names and Seals are hereunder ſubſcribed and put, Traders in Butter and Cheeſe, in the City of *London*, of the one Part, and *R. K.* Citizen and Clothworker, of *London*, of the other Part, in manner as followeth, *viz.*

Recitals, abuſes.

WHEREAS ſeveral abuſes have hitherto been and yet are continued to be committed upon butters, as well by the maker thereof, as by other perſons concerned and dealing therein, in breach and contempt of a ſtatute made in the 14th year of the reign of king *Charles* the Second, (intitled an act for the reforming and redreſſing of abuſes committed in the weight and falſe packing of butters;) and although there are ſufficient penalties provided in the ſaid ſtatute for the puniſhing of the ſaid abuſes, yet for want of due encouragement to put the ſame in execution, the ſaid abuſes remain unreformed, to the great detriment of the public: *Now*, to the end the ſaid abuſes may be reformed, and all offenders therein effectually proſecuted upon the ſaid ſtatute, *The* ſubſcribers hereunto do ſeverally, and not jointly, covenant, promiſe and agree, to and with the ſaid *R. K.* by theſe preſents, that they the ſaid ſubſcribers ſeverally ſhall and will, out of every firkin of butter and other goods of theirs, which they ſhall receive at *London* from the ſeveral counties and places herein after mentioned, between the firſt day of *June*, 1719, and the firſt day of *June*, 1720. allow and pay the ſeveral ſums of money herein after mentioned, as well towards the proſecuting of ſuch offenders, as for and towards the defending of any actions or ſuits which ſhall be brought or commenced againſt the ſaid traders ſubſcribed or their agents, on account of any duty or demand impoſed, or which ſhall be impoſed on them by any perſon or perſons whatſoever, (that is to ſay,) One farthing *per* firkin for all butters, and 1*d. per* wey for all cheeſe received at the port of *London*, from the ports of *Ipſwich*, *Woolbridge*, *Aldeburgh* and *Oxford*, and elſewhere in the ſaid county of *Suffolk*, and one farthing *per* firkin for all butters received as aforeſaid, from any of the ports in *Y.* and *L.* (to wit.) *G. Y. H. W. S.* and all other ports in *England* by ſhipping, and one farthing *per* pot or caſk of butter, and 8*d. per* ton on all thick and thin cheeſe received at *London* from *C. L. H. G.* and all other ſea-ports whatſoever by ſhipping; *Which* ſaid farthing *per* firkin, pot or caſk, and 1*d. per* wey, and 8*d. per* ton on cheeſe, ſhall be collected by ſuch perſons as the committee for the time being ſhall from time to time order and appoint, and by them paid into the hands of the ſaid *R. K.* until order to the contrary by a majority of the ſubſcribers at a general meeting; the whole being, as ſhall always be, at a general meeting duly ſummoned: *And it is agreed* by the ſaid parties ſubſcribers,

Subſcription.

Fund for proſecution.

In whoſe hands kept.

ers, that the money ſo collected and paid as aforeſaid, ſhall be appro-
riated and applied towards the defraying and paying all charges and
xpences which the ſaid ſubſcribers and their agents ſhall be at, in
oſecuting and defending themſelves from all actions and ſuits that
all be brought againſt them as aforeſaid. *Item*, That the perſons
lled a committee, named on the back ſide of theſe preſents, by the
bſcribers, or any three of them, (the whole being duly ſummoned on
occaſions of buſineſs) ſhall and hereby are empowered to draw and
ke from the ſaid *R. K.* ſuch ſum or ſums of money as he ſhall have
his hands on the account aforeſaid, for the defraying of ſuch charges
they ſhall be put to in the defence of any actions or ſuits, or in pro-
cuting of any offenders upon the ſaid ſtatute. *And* in caſe of the Death of ſub-
ath of any one or more of them, or that there be cauſe for diſplacing ſcriber.
him or them, no other perſon or perſons ſhall be choſen into his or
eir room but by a majority of the ſubſcribers at a general meeting.
hat if any difference ſhall happen in the committee touching the Differences.
nſe or meaning of any the articles or other matters herein contained,
ch difference ſhall be ſettled and determined by a majority of the
bſcribers at a general meeting, whoſe determination ſhall be final
d concluſive. It is alſo agreed by the ſaid ſubſcribers, that if any of
eir agents, factors or aſſigns, ſhall within the time limited, by and
th the approbation of the ſaid committee, or majority of them, or
a majority of the ſubſcribers at a general meeting, proſecute any
rſon or perſons upon the ſaid ſtatute for any of the abuſes therein com-
enced, ſuch agents, factors or aſſigns, ſhall not only be reimburſed and
id their juſt charges and expences on ſuch proſecutions, but ſhall alſo
ve and take to their own uſes all the benefit allowed by the ſaid ſtatute;
d in caſe of unſucceſs, ſhall likewiſe b· ·imburſed his and their
arges. *And it is further agreed*, That the ſaid 8*d. per* ton, and the Lord mayor's
. per wey, and the farthing *per* pot or caſk formerly paid to the lord officers.
ayor and officers, be collected and paid into the hands of the ſaid *R.*
. treaſurer for the time being, to be diſpoſed of by a majority of the
bſcribers at a general meeting. *And* the ſaid *R. K.* doth covenant, Account,
omiſe and agree, to and with the ſubſcribers, by theſe preſents, to
nder unto them, or to the committee appointed by them, ſo often as
ereunto required, a true account of all monies by him received, and
ſburſed on the account aforeſaid, and the monies remaining in his
nds ſhall and will pay into the hands of ſuch perſon or perſons, as
e ſubſcribers at a general meeting ſhall order and appoint to receive
e ſame, and on ſuch payment the ſaid *R. K.* ſhall ſtand diſcharged
om the ſaid ſubſcribers; *And* for the true performance of ſo much for a releaſe
reof as concerns the ſubſcribers, they do ſeverally and not jointly to *R. K.*'s
nd and oblige themſelves, their executors and adminiſtrators, unto widow.
e ſaid *R. K.* his executors and adminiſtrators, ſeverally by theſe pre-
nts: *And* to the true performance of ſo much hereof as concerns
e ſaid *R. K.* he doth bind and oblige himſelf, his executors and ad-
miſtrators, unto the ſaid ſubſcribers, their executors and adminiſtrators,
mly by theſe preſents. *In witneſs*, &c. *(See* Tit. *Releaſe.)*

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f *T.* clerk, and their heirs; *In truſt* forthwith to make ſale of all or ny part of the ſaid manors, lands and premiſſes, to raiſe the ſaid ſum of 1,340*l.* and it is hereby further mutually agreed, that until the ſaid 1,340*l.* be raiſed by ſuch ſale and ſales, that the rents, iſſues and rofits of the ſaid manors and premiſſes, ſhall be received by the ſaid uſtees, and applied to pay the intereſt of the ſaid 21,340*l.* half-yearly, xcepting only, that no intereſt is to be paid or allowed for the ſum f 1500*l.* mentioned in the ſaid ſchedule, and part of the ſaid 21,340*l.* nd what of the ſaid lands ſhall remain unſold after the ſaid 21,340*l.* all be raiſed by ſuch ſales, and all intereſt paid as aforeſaid, the re- mainder of the ſaid lands, if any ſhall be, to be and remain to the ſaid arl of *A.* for life, with remainder to his firſt and other ſons in tail ale ſucceſſively, with like remainder over in tail to all other the ſons nd brothers of the ſaid duke for life, with remainder to their firſt nd other ſons in tail, with other remainders over in ſuch ſort and anner, and as the caſtle and manor of *S.* is limited by the ſaid earl's arriage ſettlement, made in the ſaid year, &c. *And it is further greed* between the ſaid parties, that the ſaid duke will yearly pay, out f the revenue of his other eſtate to the ſaid truſtees, the yearly ſum of 52*l.* towards the diſcharging of the intereſt of the ſaid debt of 1,340*l.* *Provided always*, and it is hereby agreed, that upon ſale of ny part of the premiſſes, ſo much as the intereſt of the ſame raiſed at ve *per cent.* doth exceed the yearly rent of the lands ſold, according the rents in the ſchedule annexed, ſo much ſhall be abated out of he ſaid yearly payment of 252*l.* until the whole payment by that eans ſhall ceaſe. It is agreed by and between the ſaid duke and earl, at the manor of *R.* and *K.* with the rectory of *R.* in the county of . as in the ſchedule hereunto annexed which referreth to this article, all be conveyed and releaſed by the ſaid earl to the ſaid duke, as the ounſel of the ſaid duke ſhall adviſe. It is agreed by and between the id duke and earl, that the manors of *B. B. S.* and the prior manor f *B.* and the manor of *E.* with the rights, &c. all which are to be certained and mentioned in a ſchedule to be hereto annexed, and ve reference to this article, ſhall be conveyed to the lord *T. H.* in e, and that the ſum of 7500*l.* which the premiſſes are now in mort- age for, ſhall be paid and diſcharged out of the firſt monies that ſhall raiſed out of the truſt of making the leaſes of the *N.* eſtate, men- oned hereafter in the ſixth article, and that the premiſſes to be con- yed to the ſaid *T. H.* ſhall be charged and chargeable with the nuities of 440*l.* *per ann.* mentioned in one other of the ſchedules ereunto annexed, which likewiſe hath reference to this article. It is rther agreed by the ſaid duke and earl, that the manors, &c. in the ounty of *Y.* whereof the duke is now tenant for life in poſſeſſion, in ſchedule hereunto annexed, ſhall be conveyed by the ſaid earl and lord . by leaſe of 99 years to *S. F. N. F.* and *C. B.* as a ſecurity for ayment of 1000*l.* *per ann.* after the death of the ſaid duke, to ſuch erſon or perſons as the ſaid duke ſhall by deed or will appoint; and or want of ſuch appointment, to the lady ducheſs of *N.* that now is, er executors and adminiſtrators, for the remainder of the term of ine years, to commence from *Michaelmas-day* laſt paſt, the ſaid 1000*l.* er *ann.* to be paid half-yearly at *Lady-day* and *Michaelmas*; and the irſt payment to be made at *Michaelmas* or *Lady-day* next after the death

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f *Y.* clerk, and their heirs; *In truſt* forthwith to make ſale of all or ay part of the ſaid manors, lands and premiſſes, to raiſe the ſaid ſum of 1,340*l.* and it is hereby further mutually agreed, that until the ſaid 1,340*l.* be raiſed by ſuch ſale and ſales, that the rents, iſſues and rofits of the ſaid manors and premiſſes, ſhall be received by the ſaid uſtees, and applied to pay the intereſt of the ſaid 21,340*l.* half-yearly, cepting only, that no intereſt is to be paid or allowed for the ſum 1500*l.* mentioned in the ſaid ſchedule, and part of the ſaid 21,340*l.* d what of the ſaid lands ſhall remain unſold after the ſaid 21,340*l.* all be raiſed by ſuch ſales, and all intereſt paid as aforeſaid, the re-ainder of the ſaid lands, if any ſhall be, to be and remain to the ſaid rl of *A.* for life, with remainder to his firſt and other ſons in tail ale ſucceſſively, with like remainder over in tail to all other the ſons d brothers of the ſaid duke for life, with remainder to their firſt d other ſons in tail, with other remainders over in ſuch ſort and anner, and as the caſtle and manor of *S.* is limited by the ſaid earl's arriage ſettlement, made in the ſaid year, &c. *And it is further reed* between the ſaid parties, that the ſaid duke will yearly pay, out f the revenue of his other eſtate to the ſaid truſtees, the yearly ſum of 52*l.* towards the diſcharging of the intereſt of the ſaid debt of 1,340*l.* *Provided always*, and it is hereby agreed, that upon ſale of ıy part of the premiſſes, ſo much as the intereſt of the ſame raiſed at ve *per cent.* doth exceed the yearly rent of the lands ſold, according the rents in the ſchedule annexed, ſo much ſhall be abated out of ıe ſaid yearly payment of 252*l.* until the whole payment by that eans ſhall ceaſe. It is agreed by and between the ſaid duke and earl, at the manor of *R.* and *K.* with the rectory of *R.* in the county of . as in the ſchedule hereunto annexed which referreth to this article, all be conveyed and releaſed by the ſaid earl to the ſaid duke, as the ounſel of the ſaid duke ſhall adviſe. It is agreed by and between the id duke and earl, that the manors of *B. B. S.* and the prior manor f *B.* and the manor of *E.* with the rights, &c. all which are to be certained and mentioned in a ſchedule to be hereto annexed, and ave reference to this article, ſhall be conveyed to the lord *T. H.* in e, and that the ſum of 7500*l.* which the premiſſes are now in mort-age for, ſhall be paid and diſcharged out of the firſt monies that ſhall raiſed out of the truſt of making the leaſes of the *N.* eſtate, men-oned hereafter in the ſixth article, and that the premiſſes to be con-eyed to the ſaid *T. H.* ſhall be charged and chargeable with the nnuities of 440*l.* *per ann.* mentioned in one other of the ſchedules ereunto annexed, which likewiſe hath reference to this article. It is rther agreed by the ſaid duke and earl, that the manors, &c. in the ounty of *Y.* whereof the duke is now tenant for life in poſſeſſion, in ſchedule hereunto annexed, ſhall be conveyed by the ſaid earl and lord . by leaſe of 99 years to *S. F. N. F.* and *C. B.* as a ſecurity for ayment of 1000*l.* *per ann.* after the death of the ſaid duke, to ſuch erſon or perſons as the ſaid duke ſhall by deed or will appoint; and or want of ſuch appointment, to the lady ducheſs of *N.* that now is, er executors and adminiſtrators, for the remainder of the term of ine years, to commence from *Michaelmas-day* laſt paſt, the ſaid 1000*l.* er *ann.* to be paid half-yearly at *Lady-day* and *Michaelmas*; and the irſt payment to be made at *Michaelmas* or *Lady-day* next after the death

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T. clerk, and their heirs; *In truſt* forthwith to make ſale of all or y part of the ſaid manors, lands and premiſſes, to raiſe the ſaid ſum of ,340*l.* and it is hereby further mutually agreed, that until the ſaid ,340*l.* be raiſed by ſuch ſale and ſales, that the rents, iſſues and ofits of the ſaid manors and premiſſes, ſhall be received by the ſaid ſtees, and applied to pay the intereſt of the ſaid 21,340*l.* half-yearly, cepting only, that no intereſt is to be paid or allowed for the ſum 1500*l.* mentioned in the ſaid ſchedule, and part of the ſaid 21,340*l.* d what of the ſaid lands ſhall remain unſold after the ſaid 21,340*l.* all be raiſed by ſuch ſales, and all intereſt paid as aforeſaid, the re- inder of the ſaid lands, if any ſhall be, to be and remain to the ſaid rl of *A.* for life, with remainder to his firſt and other ſons in tail ale ſucceſſively, with like remainder over in tail to all other the ſons d brothers of the ſaid duke for life, with remainder to their firſt d other ſons in tail, with other remainders over in ſuch ſort and nner, and as the caſtle and manor of *S.* is limited by the ſaid earl's arriage ſettlement, made in the ſaid year, &c. *And it is further reed* between the ſaid parties, that the ſaid duke will yearly pay, out f the revenue of his other eſtate to the ſaid truſtees, the yearly ſum of 52*l.* towards the diſcharging of the intereſt of the ſaid debt of ,340*l.* *Provided always*, and it is hereby agreed, that upon ſale of y part of the premiſſes, ſo much as the intereſt of the ſame raiſed at ve *per cent.* doth exceed the yearly rent of the lands ſold, according the rents in the ſchedule annexed, ſo much ſhall be abated out of he ſaid yearly payment of 252*l.* until the whole payment by that eans ſhall ceaſe. It is agreed by and between the ſaid duke and earl, at the manor of *R.* and *K.* with the rectory of *R.* in the county of . as in the ſchedule hereunto annexed which referreth to this article, all be conveyed and releaſed by the ſaid earl to the ſaid duke, as the ounſel of the ſaid duke ſhall adviſe. It is agreed by and between the id duke and earl, that the manors of *B. B. S.* and the prior manor f *B.* and the manor of *E.* with the rights, &c. all which are to be certained and mentioned in a ſchedule to be hereto annexed, and ve reference to this article, ſhall be conveyed to the lord *T. H.* in ee, and that the ſum of 7500*l.* which the premiſſes are now in mort- age for, ſhall be paid and diſcharged out of the firſt monies that ſhall e raiſed out of the truſt of making the leaſes of the *N.* eſtate, men- ioned hereafter in the ſixth article, and that the premiſſes to be con- eyed to the ſaid *T. H.* ſhall be charged and chargeable with the nnuities of 440*l.* *per ann.* mentioned in one other of the ſchedules hereunto annexed, which likewiſe hath reference to this article. It is further agreed by the ſaid duke and earl, that the manors, &c. in the county of *T.* whereof the duke is now tenant for life in poſſeſſion, in a ſchedule hereunto annexed, ſhall be conveyed by the ſaid earl and lord *T.* by leaſe of 99 years to *S. F. N. F.* and *C. B.* as a ſecurity for payment of 1000*l.* *per ann.* after the death of the ſaid duke, to ſuch perſon or perſons as the ſaid duke ſhall by deed or will appoint; and for want of ſuch appointment, to the lady ducheſs of *N.* that now is, her executors and adminiſtrators, for the remainder of the term of nine years, to commence from *Michaelmas-day* laſt paſt, the ſaid 1000*l.* *per ann.* to be paid half-yearly at *Lady-day* and *Michaelmas*; and the firſt payment to be made at *Michaelmas* or *Lady-day* next after the death

An Agreement to end Suits by conveying ſeveral Manors, &c. to Truſtees, to make Sale thereof for Payment of Debts, and the Profits of the Premiſſes before Sale to be received by the Truſtees for Payment of the Intereſt of the Debts, and for ſettling ſuch Lands as ſhall remain after the Debts paid, as alſo of other Lands to ſeveral Uſes, and for building a capital Meſſuage, with Power to make Leaſes for Years or Lives, as Tenants in Tail have by Law.

Articles, &c. Between the Moſt Noble *H.* Duke of *N.* Earl Marſhal of *England*, of the one Part, and the Right Honourable *H.* Earl of *A.* Lord *M.* eldeſt Son and Heir apparent of the ſaid Duke, of the other Part.

WHEREAS the ſaid lord *A.* hath, ſince his marriage ſettlement, bearing date, &c. brought ſeveral ſuits againſt his father, and the ſaid duke and others make claims to the preſent poſſeſſion or reverſion of ſeveral parts and parcels of the manors, lands and eſtates of the ſaid duke herein after mentioned; and the ſaid duke and earl being both of them deſirous to put an end to all ſuits and differences between them, and the ſaid earl having for that purpoſe made an humble addreſs to the ſaid duke his father, to deſire of him the ſaid duke that in conſideration of the releaſes of all his ſaid claims and pretenſions and joining in ſettlements, and cutting off of intails upon himſelf, and ſeveral other conſiderations herein after mentioned, his grace would be pleaſed to conſent, that theſe articles between him and the ſaid earl may be agreed unto: and he the ſaid duke, out of his paternal affection to the earl, and for the preventing the damage which might accrue to the family by their diſcord, and for better ſecuring of peace and quiet to himſelf and all his children, and other honourable branches of the family, being willing to grant the ſame; *It is therefore mutually agreed* between the ſaid parties to theſe preſents, and the ſaid duke of *N.* and earl of *A.* do hereby mutually promiſe and agree to and with each other that for raiſing the ſum of 21,340*l.* for payment of the debts in the ſchedule hereunto annexed which hath reference to this article, and the payment of the intereſt thereof until the ſame can be diſcharged, the fee and inheritance of the manor, &c. in the county of *L.* the tithe farms in *W.* in the county of *W.* and all and either of their eſtate and eſtates in the ſaid county of *L.* and *W.* or either of them, *S.* farm in *W.* in the county of *Y.* the rent in fee-ſimple of 24*l.* 8*s.* 9*d.* iſſuing out of the manor of *L.* with the rights, &c. in the county of *Y.* and alſo the manor of *B.* being in the city and county of *L.* and divers lands in *D.* in the manor of *B.* the in ſaid county of *L.* and all other their hereditaments in the ſaid county of *L.* alſo the manor of *A.* in the county of *S.* and all other meſſuages and lands in *A.* aforeſaid, and elſewhere in the ſaid county of *S.* except the capital meſſuage in *W.* in the ſaid county of *S.* now in the tenure of the ſaid duke or his aſſigns, and other the meſſuages, lands and tenements of him the ſaid duke in *W.* aforeſaid, ſhall be conveyed by the parties to theſe preſents, to *F. H.* of, &c. eſq; *P. R.* of, &c. eſq; and *C. R.* of, &c. in the county of

Y. clerk, and their heirs; *In truſt* forthwith to make ſale of all or part of the ſaid manors, lands and premiſſes, to raiſe the ſaid ſum of 340*l.* and it is hereby further mutually agreed, that until the ſaid 340*l.* be raiſed by ſuch ſale and ſales, that the rents, iſſues and fits of the ſaid manors and premiſſes, ſhall be received by the ſaid kees, and applied to pay the intereſt of the ſaid 21,340*l.* half-yearly, epting only, that no intereſt is to be paid or allowed for the ſum 1500*l.* mentioned in the ſaid ſchedule, and part of the ſaid 21,340*l.* what of the ſaid lands ſhall remain unſold after the ſaid 21,340*l.* l be raiſed by ſuch ſales, and all intereſt paid as aforeſaid, the re- inder of the ſaid lands, if any ſhall be, to be and remain to the ſaid t of *A.* for life, with remainder to his firſt and other ſons in tail e ſucceſſively, with like remainder over in tail to all other the ſons brothers of the ſaid duke for life, with remainder to their firſt other ſons in tail, with other remainders over in ſuch ſort and nner, and as the caſtle and manor of *S.* is limited by the ſaid earl's rriage ſettlement, made in the ſaid year, &c. *And it is further* ed between the ſaid parties, that the ſaid duke will yearly pay, out the revenue of his other eſtate to the ſaid truſtees, the yearly ſum of l. towards the diſcharging of the intereſt of the ſaid debt of ,340*l.* *Provided always*, and it is hereby agreed, that upon ſale of y part of the premiſſes, ſo much as the intereſt of the ſame raiſed at *per cent.* doth exceed the yearly rent of the lands ſold, according the rents in the ſchedule annexed, ſo much ſhall be abated out of e ſaid yearly payment of 252*l.* until the whole payment by that eans ſhall ceaſe. It is agreed by and between the ſaid duke and earl, at the manor of *R.* and *K.* with the rectory of *R.* in the county of as in the ſchedule hereunto annexed which referreth to this article, ll be conveyed and releaſed by the ſaid earl to the ſaid duke, as the unſel of the ſaid duke ſhall adviſe. It is agreed by and between the d duke and earl, that the manors of *B. B. S.* and the prior manor *B.* and the manor of *E.* with the rights, &c. all which are to be certained and mentioned in a ſchedule to be hereto annexed, and ve reference to this article, ſhall be conveyed to the lord *T. H.* in e, and that the ſum of 7500*l.* which the premiſſes are now in mort- age for, ſhall be paid and diſcharged out of the firſt monies that ſhall raiſed out of the truſt of making the leaſes of the *N.* eſtate, men- oned hereafter in the ſixth article, and that the premiſſes to be con- yed to the ſaid *T. H.* ſhall be charged and chargeable with the nuities of 440*l.* *per ann.* mentioned in one other of the ſchedules ereunto annexed, which likewiſe hath reference to this article. It is rther agreed by the ſaid duke and earl, that the manors, &c. in the ounty of *Y.* whereof the duke is now tenant for life in poſſeſſion, in ſchedule hereunto annexed, ſhall be conveyed by the ſaid earl and lord . by leaſe of 99 years to *S. F. N. F.* and *C. B.* as a ſecurity for ayment of 1000*l.* *per ann.* after the death of the ſaid duke, to ſuch erſon or perſons as the ſaid duke ſhall by deed or will appoint; and or want of ſuch appointment, to the lady ducheſs of *N.* that now is, er executors and adminiſtrators, for the remainder of the term of ine years, to commence from *Michaelmas-day* laſt paſt, the ſaid 1000*l.* er *ann.* to be paid half-yearly at *Lady-day* and *Michaelmas*; and the irſt payment to be made at *Michaelmas* or *Lady-day* next after the death

death of the ſaid duke, which of them ſhall firſt happen after the death of the ſaid duke. *And whereas* the manors of *R.* and *K.* in the county of *Y.* are charged with annuities of 1100*l.* *per ann.* to the brothers of the ſaid duke, *viz.* 100*l.* *per ann.* to Mr. *P.* to Mr. *C.* 200*l.* *per ann.* to Mr. E. 300*l.* *per ann.* and to Mr. *B.* 200*l.* *per ann.* *It is agreed* by the lord duke of *N.* and the ſaid earl of *A.* lord *M.* that the caſtle and manor of *C. R.* the manor of *R.* the priory of *C.* and rectory of *N.* and *A. M.* and all other lands, tenements and hereditaments, ſettled on him the ſaid earl in fee upon his marriage, charged with a mortgage of 10,000*l.* for the payment of which ſaid debt, proviſion is made in the firſt article, and the fee-ſimple lands in *S.* with the parks of *G.* and *G.* in *C.* and ſeveral cutlers wheels, amounting to the yearly rent of 92*l.* in the county of *Y.* expreſſed in a ſchedule annexed, ſhall be conveyed to the ſaid parties to theſe preſents and their truſtees, to *S. F. N. F.* and *C. B.* *to have and to hold* all and every the ſaid premiſes, except the ſaid cutlers wheels, to them and their heirs, to have and to hold the ſaid cutlers wheels to them, their executors and adminiſtrators, for the term of 99 years, if the ſaid duke ſhall ſo long live: *In truſt* to receive the rents, iſſues and profits of all and every the ſaid manors, &c. and therewith to pay the aforeſaid annuities, amounting in the whole to 1100*l.* *per ann.* from time to time as the ſame ſhall become due and payable, and for ſecuring, freeing and diſcharging the ſaid manors of *R.* and *K.* of and from the ſame, and afterwards for payment of 370*l.* *per ann.* for the annuities mentioned in the ſchedule relating to this article, and afterwards for the indemnifying the ſaid duke, his executors and adminiſtrators, of and from all ſuits now depending, or that ſhall hereafter be depending or brought either in law or equity, by all or any the brothers of the ſaid duke, or by his ſiſter the lady *E. T. M.* their or any of their heirs, executors, adminiſtrators or aſſigns, or any of the ſaid duke's truſtees, for or concerning the rents and profits of any manors, lands or tenements within the counties of *N. Y. S. W. C.* or any other the real or perſonal eſtate of or belonging to *T.* late earl of *A.* grandfather of the ſaid duke *H.* late earl of *A.* and father of the ſaid duke, *H.* late counteſs of *A.* and *T.* late duke of *N.* brother of the ſaid duke, party to theſe preſents, or any or either of them, or any other demand whatſoever for or upon account of the ſaid real or perſonal eſtates, or either of them. *And it is hereby mutually agreed,* that the ſaid truſtees ſhall have power, either by perception of profits, mortgage or ſale of all or any the laſt ſaid premiſſes, to pay and ſatisfy the ſaid annuities and all the arrears of the ſame, if any, and are alſo to reimburſe and make good to the ſaid duke, his executors, adminiſtrators or aſſigns whatſoever he or they ſhall from time to time be damnified, or that ſhall be recovered againſt them, with what coſts and charges he or they ſhall pay, expend, or be put unto, by any of the ſaid duke's brothers or ſiſter, their heirs, executors, adminiſtrators or aſſigns, for or upon account of any the eſtates, real or perſonal as aforeſaid; and after the ſaid annuities and all arrears of the ſame paid off, and the ſaid duke, his executors, adminiſtrators and aſſigns reimburſed their ſaid damnifications, or what ſhall be recovered againſt them as aforeſaid, then as to the ſaid manor of *C. R.* and other the ſaid *N.* eſtate, and the ſaid *G.* and *G.* parks, the ſame to remain to the ſaid earl of *A.* in fee, and as to the ſaid fee-ſimple lands in *S.* to the ſaid earl for life,

e, with remainder in the tail mail to his firſt and other ſons, with mainder to all the ſaid other ſons and brothers of the ſaid duke and her perſons for life, with remainders to their firſt and other ſons, as e ſaid caſtle and manor of *S.* is limited by the ſaid earl's marriage ttlement in, &c. *And whereas* the preſent rents of the ſaid premiſſes e not judged ſufficient for the diſcharging of the ſaid premiſſes, and are t judged ſufficient for the diſcharging of the ſaid annuities: *It is hereagreed* by the ſaid lord *A.* that the ſaid lord *A.* his heirs, executors or dminiſtrators, ſhall or will pay the yearly ſum of 318*l.* for and towards e diſcharging of the ſaid annuities, and to make up what the rents d profits of the premiſſes mentioned in this article ſhall fall ſhort or il to pay and ſatisfy: *And it is further agreed* between the ſaid parties, at the manor of *H.* and *H.* ſhall be conveyed by leaſe of 99 years, the ſaid truſtees, for the better enabling them to diſcharge the ſaid nuities, until by the death of ſome of the perſons to whom the ſaid nuities are payable, ſhall be leſſened at leaſt the ſum of 200*l. per ann.* d then the ſaid leaſe of 99 years of *H.* and *H.* to be void. It is alſo greed between the ſaid parties, that all and every the caſtles, honours, anors, lands, tenements and hereditaments in the counties of *N. S.* d *E.* of the ſaid duke's, except the gardens called *C.* gardens in *N.* d except the manors of *E.* and *B.* and other eſtates therein agreed, d mentioned to be agreed, to be conveyed to the lord *T. H.* and his irs, ſhall be conveyed by the ſaid duke and earl to certain truſtees to e indifferently named as aforeſaid, and their heirs, upon truſt in the rſt place, that the ſaid truſtees may leaſe all or any part of the preiſſes now in leaſe to ſeveral perſons, and whoſe leaſes or intereſt will etermine ſome within 10 years hence, and all within 21 years from is time for any terms or numbers of years not exceeding 41 years, to e accounted from, &c. for the raiſing the ſum of 15,460*l.* due upon veral mortgages mentioned in the ſchedule hereunto annexed, which th reference to this article; the firſt monies raiſed thereby to be imloyed for the diſcharging of the mortgages upon *E.* and *B.* and other e ſaid eſtate agreed to be conveyed to the ſaid lord *T. H.* and the nts, iſſues and profits of all and every the ſaid premiſſes in *N. S.* and . to be received and applied to pay and diſcharge the intereſt of the id debts. *And it is hereby further agreed* between the ſaid parties, hat the ſaid manors of *H.* and *H.* and all lands therewith uſed, or puted parts or parcels of the ſame, charged nevertheleſs with the oreſaid terms of 99 years mentioned in the fifth article; *As* alſo the anor and rectory of *E.* in the county of *T.* and all lands therewith ſed, or reputed parts or parcels of the ſame, ſhall be conveyed to ruſtees, to be named by the ſaid duke, and their heirs; *In truſt* that e rents and profits thereof, as well as of all other the ſaid premiſſes *N. S.* and *E.* hereby directed to be conveyed to the ſaid other ruſtees, until the ſaid 15,460*l.* be raiſed, paid, received and applied y the ſaid truſtees to pay off the intereſt that ſhall from time to time ecome due upon the ſaid mortgages, or for the ſaid debts; and that fter the ſaid 15,460*l.* ſhall be raiſed and paid, that then all the ſaid ruſtees, to be named in both the conveyances intended by this preſent rticle, ſhall by perception of profits, ſale or mortgage, as may be reuiſite, of all or any of the ſaid manors and premiſſes in the ſaid counies of *N. S.* and *E.* except the duke's palace in *N. C.*, garden, and

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the premiſſes agreed to be conveyed to the ſaid lord *T. H.* as aforeſaid, as well thoſe in poſſeſſion, as the reverſions of the aforeſaid leaſes to be made by the ſaid truſtees, for terms not exceeding 41 years, and the rents reſerved upon the ſame, as alſo the manors of *H.* and *H.* and the ſaid manor and rectory of *E.* or all or any the aforeſaid premiſes, raiſe and pay ſo much of the ſaid 21,340*l.* mentioned in the ſaid firſt article, as the manors, &c. therein appointed to be ſold, ſhall and may not raiſe and pay; as alſo the reſidue of the ſaid 15,460*l.* ſhall not or may not be raiſed by the making of the ſaid leaſes to a term exceeding 41 years; and in the next place, for the payment of the ſaid 1100*l.* annuities, and diſcharging the ſaid manors of *R.* and *K.* of and from the ſame, and for indemnifying and ſaving harmleſs the ſaid duke, his executors, adminiſtrators, aſſigns and truſtees, of and from the ſaid ſuits, claims and demands of his ſaid brothers and ſiſter, their heirs, executors, adminiſtrators and aſſigns, which are mentioned and intended in the ſaid fifth article made of the ſaid other eſtate therein appointed and ſet apart for that purpoſe; as alſo for the payment of the ſaid 1000*l. per ann.* for the nine years mentioned in the fourth article, to be payable to ſuch perſon or perſons as the ſaid duke ſhall appoint, or in default of ſuch appointment, to the ſaid ducheſs, in aid of the eſtate mentioned in the ſaid article to be leaſed for 99 years for that purpoſe; and after thoſe truſts performed, then all and every the ſaid manors and premiſſes that ſhall remain to be conveyed by the ſaid truſtees in both the ſaid conveyances, to the uſe of the ſaid earl of *A.* for life, remainders to his firſt and other ſons in tail male, remainder to the ſaid duke's other ſons and brothers, and other perſons, for life and in tail, in ſuch manner as the ſaid caſtle and manor of *S.* is ſettled by the ſaid earl's marriage ſettlement in, &c. with powers for any tenants for life or in tail in poſſeſſion, to make leaſes for 21 years, or three lives in poſſeſſion, as tenant in tail by law may do. *And* the ſaid earl doth hereby further agree, That he the ſaid earl ſhall and will demiſe and grant all that eſtate of 999*l.* 4*s.* 7*d.* or thereabouts, mentioned in the ſchedule annexed to the ſaid earl's ſaid marriage ſettlement, to truſtees to be named by the ſaid duke, for the term of 99 years, if the ſaid earl ſhall live ſo long, for the better ſecuring the ſaid duke, his executors, adminiſtrators and aſſigns, of and from the ſaid ſuits and demands of his ſaid brothers and ſiſter, their or any of their heirs, executors or adminiſtrators, according as is mentioned and intended in and by the ſaid fifth article. *And* it is hereby agreed between the ſaid parties, That all and every the ſaid mortgages of all or any the ſaid premiſſes, except thoſe of the ſaid eſtate herein after mentioned to be conveyed to the ſaid lord *T. H.* when paid off, ſhall be either ſurrendered or extinguiſhed, or elſe aſſigned in truſt, for the protecting of the ſaid leaſes to be made by the ſaid truſtees, and for the better ſecuring the truſts, and due performances of all and every the matters and things in this preſent article; and the ſaid mortgages of the lord *T. H.*'s ſaid eſtate to be aſſigned as he ſhall appoint. *And* for the building of a capital meſſuage or palace in *A. Ground*, in the pariſh of St. *C. D.* in the county of *M.* *It is agreed*, That the ground-rent of divers meſſuages or tenements leaſed for 41 years, or under, mentioned in one of the ſchedules hereunto annexed, relating to this article, ſhall by ſale, or otherwiſe, be diſpoſed of, for the raiſing of monies to build the

he ſaid capital meſſuage or palace; *And* for a further ſupply, that the everſionary term of the ſaid leaſes made, or to be made, veſted in Mr. *D.* and Mr. *W.* by virtue of an aſſignment of a leaſe made by the ſaid duke of *N.* to them, ſhall be in truſt for the raiſing of a further ſum for the finiſhing the ſaid capital meſſuage, and for the raiſing a ſum of money for the purchaſing of any houſes or ground neceſſary or convenient, as the truſtees ſhall think fit, for the carrying on the model of *A. Ground*, as alſo for indemnifying and ſaving harmleſs the ſaid duke, his executors and adminiſtrators, of and from all damages that ſhall or may happen to the ſaid duke, his executors or adminiſtrators, for or by reaſon of not carrying on the buildings according to the ſaid model. *Whereas* the ſaid earl, party to theſe preſents, hath charged the ſaid eſtate of *Caſtle R.* with the payment of 1100*l. per ann.* annuities to his uncles, the brothers of the ſaid duke, and that alſo in conſideration of the ſaid earl of *A.* together with the earl of *P.* to join in the ſaid marriage ſettlement, in order to make ſales and ſecurities of and out of the manors, lands, tenements and hereditaments in the counties of *Y. L.* and *W.* for payment of debts, and ſecuring his grace the duke from divers claims and pretenſions of ſeveral perſons, as is herein before mentioned and intended: *Therefore it is agreed*, That his grace the ſaid duke ſhall convey to the ſaid earl in fee the barways, caſtles and manors of *G.* and *B.* and all manors, lands, tenements and hereditaments, in the counties of *C.* and *W.* of the ſaid duke's, except the ſaid parks of *G.* and *G.* which are agreed to be ſettled in other manner, as aforeſaid. *Item*, It is agreed between the ſaid parties, that the lord *A.* ſhall releaſe all his claims and pretenſions to all or any part of the duke's perſonal eſtate whatſoever, as alſo to releaſe all claims to the duke's real eſtate whatſoever, except what is ſettled by act of parliament, or by his the ſaid earl's marriage ſettlement, and except what is not herein by any article agreed to be conveyed and ſettled; *And* ſhall, at the coſts and charges of the ſaid duke, join with the ſaid duke, and confirm and releaſe, by ſufficient aſſurances or inſtruments in law, as counſel ſhall adviſe, all ſales and ſettlements that are already, or that hereafter ſhall be made by his ſaid grace, of all or any of the real or perſonal eſtate of the ſaid duke, not being contrary or in diminution to this agreement. *It is agreed* between the ſaid parties, That the ſaid duke ſhall have all arrears of rents and fines that are in any of the eſtates that his grace paſſeth away by this agreement, free from the claim of the earl of *A.* by the truſtees to whoſe hands any part of the ſaid eſtate ſhall be conveyed. *Whereas* in the act of, &c. for annexing the caſtles, lordſhips, lands and tenements, in the county of *S.* and *A.* houſe and tenements in the county of *M.* amongſt other things there is reſerved 200*l. per ann.* payable out of the rents, iſſues and profits of the ſaid premiſſes, for the repairing *A.* caſtle and *A* houſe; *It is agreed* between the ſaid parties to theſe preſents, That the lord *A* ſhall and will, as far as in him lies, diſcharge the ſaid duke, his executors and adminiſtrators, from the payment of all the arrears of the ſaid 200*l.* payable for the uſes aforeſaid. *It is agreed*, as to the order of the payments of the debt of 21,340*l.* mentioned in one of the ſchedules to theſe articles annexed, *viz.* in the firſt place 5,700*l.* to be paid to the ſaid duke for the lady *F.* her portion; Secondly, 1000*l.* to workmen; Thirdly, 10,000*l.* debt upon raiſing the reſidue of the debt

of

of 21,340*l.* as the truſtees ſhall think fit. *It is agreed* by and between the ſaid parties, That the ſaid earl ſhall ſeal and execute to the ſaid duke a releaſe of all breaches of covenants contained in the ſaid marriage ſettlement in, &c. and all other demands, of what nature or ſort ſoever, to the 25th day of *March* laſt paſt, except to the ſaid duke's covenant contained in the ſaid marriage ſettlement for making further aſſurance, and the ſaid duke doth hereby agree to give to the ſaid earl a general releaſe to the ſaid 25th day of *March* aforeſaid, as counſel ſhall adviſe: *And it is hereby declared and agreed*, That all and every the ſaid truſtees, ſhall and may, in the firſt place, pay and diſcharge out of the reſpective eſtates all ſuch ſum and ſums of money as they ſhall expend or pay in or about the execution of the reſpective truſts herein contained. *And laſtly*, The ſaid earl of *A.* doth hereby for himſelf, his, &c. covenant, &c. That he the ſaid earl, before the end of *Eaſter* term, ſhall and will procure the right honourable the earl of *P.* and in caſe of his death, other ſufficient conſent of parties, for revoking the uſes contained in the ſaid marriage ſettlement, and to join in ſuch deed or deeds of revocation, with the ſaid duke and earl, of all and every the ſaid manors of *H.* and *H.* the manor and rectory of *E.* the ſaid reputed manor of *B.* the ſaid farms in *W.* and other the premiſſes for which there is a power to revoke the uſes thereof in the ſaid marriage ſettlement, in order to enable a performance and due execution of theſe preſents, according to the true intent and meaning of the ſame. *And it is hereby further agreed*, That the aforeſaid conveyances and ſettlements, hereby agreed to be made, ſhall contain ſuch reaſonable covenants as counſel ſhall adviſe, and ſuch proviſions to be made for preſerving contingent remainders as counſel ſhall likewiſe adviſe. *In witneſs*, &c.

An Agreement for ending and concluding all Matters of Accounts and Differences in a Cauſe in Chancery, with Covenants for Payment of Money, ſealing of Leaſes, and vacating a Recognizance given to abide by the Accounts to be taken by a Maſter.

Agreed, &c. *Between W. W.* of, &c. and *E.* his Wife of the one Part, and the Right Honourable Major-general *T. M.* and the Right Noble *J.* Ducheſs Dowager of *N.* his Wife, and *C. M.* of, &c. Eſq; the only acting Executor of the Moſt Noble *H.* Duke of *N.* deceaſed, of the other Part.

WHEREAS there was heretofore a ſuit depending between the ſaid *W. W.* party to theſe preſents, and *E.* his wife, and *P. V.* merchant, complainants, againſt the ſaid *H.* late duke of *N.* deceaſed, and others, defendants; and which ſuit hath been ſince revived, and is now depending againſt the ſaid *C. M.* as executor of the ſaid duke, and others, defendants: *And whereas* the ſaid late duke in his life-time, together with *S. F.* eſq; and *L. C.* entered into a recognizance to the ſaid court of chancery, in the penal ſum of 2000*l.* conditioned to abide the event of the account to be taken in the ſaid cauſe, and to anſwer what ſhould appear to be due thereon. *And whereas* the account

account was taken by Sir *S. C.* knight, late one of the maſters of the ſaid court, until and for *Lady-day* 1687, and the balance thereof paid and ſatisfied unto the ſaid *W. W.* by the ſaid *T. M. Jane* ducheſs dowager of *N.* his wife, and *C. M.* *Now* for a final end and concluſion of other matters of accounts, diſputes and differences in the ſaid cauſe depending, *It is covenanted*, concluded and finally agreed by and between the ſaid parties to theſe preſents, in manner and form following; *And* the ſaid *W. W.* and *E.* his wife, for and in conſideration of the ſum of 100*l.* to them in hand paid by the ſaid *C. M.* the receipt, &c. and alſo in conſideration of the further ſum of 500*l.* agreed to be paid to the ſaid *W. W.* and *E.* his wife, their, &c. in ſuch manner as is hereafter mentioned, he the ſaid *W. W.* doth for himſelf, and *E.* his wife, their, &c. covenant, &c. to and with the ſaid *T. M.* and *C. M.* That upon payment of the ſaid 500*l.* according to the true intent and meaning of theſe preſents, they or their, &c. ſhall and will ſeal and execute unto the ſaid *T. M. J.* ducheſs dowager of *N.* a general releaſe of all matters in difference in the ſaid ſuit, or otherwiſe, as counſel ſhall adviſe; and alſo ſhall and will deliver or cauſe and procure to be delivered up to them the ſaid *T. M. J.* ducheſs dowager of *N.* his wife, and *C. M.* one indenture of leaſe made by the ſaid *H.* late duke of *N.* and others unto *M. T.* eſq; deceaſed, of the term of 21 years, of certain fenlands in the iſle of *E.* to be cancelled; *And* alſo, ſhall at the coſts and charges of the ſaid *T. M.* cauſe the ſaid recognizance to be vacated upon record; and do hereby conſent and agree that the ſame ſhall be vacated and made void accordingly; *And* the ſaid *W. W.* for him and his wife, their, &c. doth covenant, &c. to and with the ſaid *C. M.* his, &c. by theſe preſents, That the ſaid *W. W.* nor *E.* his wife, their, &c. nor any other or others, by his or their aſſent, conſent, means, privity or procurement, ſhall or will, at any time hereafter, arreſt, moleſt or trouble, or wittingly or willingly permit or ſuffer to be arreſted, moleſted or troubled, the ſaid *C. M.* his, &c. or any of them, upon, for or by reaſon of the ſaid recognizance and ſum of 2000*l.* therein contained, or any part or parcel thereof, nor ſue nor take forth, nor permit, or ſuffer to be ſued or taken forth, any proceſs or execution upon or by reaſon of the ſaid recognizance againſt the ſaid *C. M.* his, &c. or any of them, nor ſhall at any time hereafter, by any colour or means whatſoever, levy the debt, or any part thereof, of or upon the lands, tenements, goods or chattels of the ſaid *C. M.* or which he may be anſwerable or accountable for, as executor of the ſaid duke. *Provided always* that the ſaid *W. W.* and *E.* his wife, their, &c. ſhall and may be at his or their liberty to ſue the ſame recognizance againſt the real eſtate of the ſaid late duke, or againſt the ſaid *S. F.* and *L. C.* their, &c. in caſe default be made in payment of the ſaid 500*l.* at the times herein after mentioned, as though theſe preſents had not been made; *And* the ſaid *W. W.* for the conſiderations aforeſaid, doth releaſe to the ſaid *C. M.* the recognizance and all ſuits, debts, duties and demands whatſoever, as well in law as equity, which he hath againſt the ſaid *C. M.* either in his own right, or as executor of the ſaid duke of *N.* or otherwiſe howſoever; *And* the ſaid *T. M.* for himſelf, his, &c. doth covenant, &c. to and with the ſaid *W. W.* his, &c. by theſe preſents, That he the ſaid *T. M.* his, &c. ſome or one of them, ſhall and will pay, or cauſe to be paid, unto the ſaid *W. W.* and his wife, their,

their, &c. the ſum of 100*l.* part of the ſaid 500*l.* on the, &c. 100*l.* more on, &c. and the further ſum of 300*l.* reſidue, and in full payment thereof, on, &c. *Provided always*, and it is agreed by and between all the ſaid parties to theſe preſents, that the decree made in the ſaid cauſe in the ſaid court of chancery, and the recognizance before mentioned, as againſt all parties thereunto, or perſons therein concerned, except the ſaid *C. M.* ſhall remain, ſtand and be as a further ſecurity unto the ſaid *W. W.* and his wife, for the ſecuring the payment of the ſaid 500*l.* in manner as aforeſaid. *In witneſs*, &c.

An Agreement to end a Suit in Chancery (brought in purſuance to a Claim by various Settlements, &c. in which an Iſſue at Law was directed to try the Legitimacy of one of the Parties) whereby the Premiſſes in Queſtion are ſettled, and an Act of Parliament covenanted to be procured for Confirmation.

Articles, &c. *Between P. S.* of, &c. (youngeſt ſon of *P. S.* the Elder, late of, &c. Eſq; deceaſed, and Uncle of *H. S.* and *P. S.* two Infants, herein after named) of the one Part, and *A. S* of, &c. aforeſaid, Widow, (Mother and Guardian of the ſaid *H. S.* and *P. S.* the Infants, which ſaid *H.* and *P.* the Infants, are the two only Sons of *H. S.* late of, &c. deceaſed, who was the eldeſt Son of the ſaid *P. S.* the Elder, deceaſed, and elder Brother of the ſaid *P. S.* Party hereto,) *S. R.* of, &c. Eſq; (Brother-in-law to the ſaid *A. S.*) and *J. T.* of, &c. Gent. (for and on the behalf of the ſaid Infants) of the other Part, in Manner as follows, that is to ſay,

WHEREAS by Indenture of leaſe and releaſe, bearing date reſpectively on or about the 20th and 21ſt days of *Auguſt*, 1661. (*Recital of a ſettlement, whereby Sir* M. S. *conveyed to truſtees ſeveral manors*, &c. (*except lands for ſeveral uſes ſince determined,*) *and afterwards to the uſe of* P. S. (*one of the ſons of Sir* P. S. *knight, deceaſed, and which ſaid* P. S. *was great-grandfather of the ſaid* H. *and* P. S. *the Infants, and grandfather of the ſaid* P. S. *party hereto,*) *for the term of* 99 *years, if he ſhould ſo long live; with remainder to the ſaid truſtees and their heirs during his life to preſerve the contingent remainders therein after limited; with remainder to the firſt and other ſons of the ſaid* P. S (*ſon of the ſaid Sir* P.) *in tail male ſucceſſively; and for default of ſuch iſſue, to the uſe of Sir* H. S. *bart.* (*couſin of the ſaid Sir* M. S.) *for the term of* 99 *years* (*if he the ſaid Sir* H. S. *ſhould ſo long live*); *with remainder to the ſaid truſtees and their heirs during his life, to preſerve the contingent remainders therein after limited; with remainder to the firſt and other ſons of the ſaid Sir* H. *in tail male ſucceſſively; and for default of ſuch iſſue, to the uſe and behoof of* R. S. *eſq;* (*brother of the ſaid Sir* H. *and couſin of the ſaid Sir* M.) *for the term of* 99 *years, if he the ſaid* R. S. *ſhould ſo long live; with remainder to the ſaid truſtees and their heirs, to preſerve the contingent remainders therein after limited; with remainder to the firſt and other ſons of the ſaid* R. S. *in tail male ſucceſſively, and for default of ſuch iſſue, then to the uſe of the right heirs of the ſaid Sir* M. S. *for ever*): *And whereas* upon the failure of all the

he eſtates limited, prior to the ſaid *P. S.* the grandfather, he the ſaid *P.* the grandfather entered upon and took poſſeſſion of the ſaid manors, nds and premiſſes, (except the ſaid lands called *F.* &c.) and received he rents and profits thereof: *And whereas* the ſaid *P. S.* the grandfa- Settlement her having iſſue two ſons, *viz.* The ſaid *H.* his eldeſt ſon (pretending made by *P.* o be illegitimate, father of the ſaid *H.* and *P. S.* the infants) and the the father on uid *H. S.* party hereto, by indentures of leaſe and releaſe, bearing date his two ſons eſpectively on or about the 9th and 10th days of *September*, 1724, the *H.* and *P.* leaſe being *tripartite*, and made between the ſaid *P. S.* the father of ne firſt part, the ſaid *H. S.* and *P. S.* his ſons, of the ſecond part, and *T.* and *R. F.* eſquires, of the third part; *It is witneſſed*, That for ettling the premiſſes after mentioned, and for making a proviſion for ne ſaid *H.* and *P.* the ſons, and for preventing all diſputes and contro- erſies that might ariſe between them or any other perſon claiming the ume, and for anſwering the ſeveral intents and purpoſes of the parties ereto in manner therein after expreſſed, and other the conſiderations herein mentioned; the ſaid *P. S.* the father, and *H. S.* and *P. S.* his wo ſons, did grant, &c. unto the truſtees and their heirs, the ſaid ma- ors, &c. which in and by the ſaid indenture, &c. were granted, &c. o the uſes following, that is to ſay, As to the manor of *E.* and other remiſſes therein mentioned, to the uſe of the ſaid *P. S.* the father in ee, and as to the lordſhip and manor of *W.* and other lands therein men- ioned, to the uſe of the ſaid *P.* the father for life, and after his de- eaſe, (ſubject to the ſeveral jointures, rent-charges, annual payments nd other incumbrances charged, or to be charged, upon the ſaid pre- niſſes and therein after mentioned); remainder as to the capital man- on-houſe of *W.* and all the meſſuages, &c. part of the ſaid manor there- n particularly mentioned, to the uſe of the ſaid *H.* the ſon for life; re- nainder to the ſaid truſtees to preſerve contingent remainders; remain- er to the firſt, &c. ſons of the ſaid *H.* the ſon in tail male; and for want of ſuch iſſue, to the uſe of the ſaid *P.* the ſon for life; remainder o the ſaid truſtees to preſerve contingent remainders; remainder to the rſt and other ſons of the ſaid *P.* the ſon in tail male; remainder to all he daughters of the ſaid *H.* the ſon, as tenants in common; remainder n like manner to the daughters of the ſaid *P.* the ſon; remainder to he right heirs of the ſaid *P.* the father; and as to the other lands and remiſſes therein mentioned, to the uſe of the ſaid *P.* the ſon, party ereto, for his life; remainder to the ſaid truſtees to preſerve contingent emainders; remainder to the firſt and every other ſon of the ſame *P.* in ail male; remainder to the ſaid *H.* the ſon for life; remainder to the uid truſtees to preſerve the contingent remainders; remainder to the rſt and other ſons of the ſaid *H.* the ſon in tail male; remainder to the aughters of the ſaid *P.* the ſon, as tenants in common; remainder to ne daughters of the ſaid *H.* the ſon; remainder to the right heirs of ne ſaid *P.* the father; and the ſaid *P.* the father and his two ſons *H.* nd *P.* covenanted with the ſaid two truſtees, that they in conjunction with ſuch other perſons as ſhould be heirs at law of the ſurviving truſtee n the ſaid deed of 21ſt of *Auguſt*, would within 12 months then next nſuing, ſuffer one or more common recovery or recoveries of the ſaid remiſſes, which recovery when ſuffered, *is thereby declared*, ſhould enure o the ſeveral uſes therein before mentioned, in which indenture of re- eaſe is contained a power for either of the ſaid ſons by any deed or writ-

ing,

ing, or by their laſt will executed in manner as therein mentioned, to make a jointure of 200*l. per ann.* on any wife he or they ſhould marry, out of the premiſſes ſo to them reſpectively limited as aforeſaid, and alſo a power to raiſe ſuch ſums of money for younger childrens portions, in manner as therein alſo mentioned; *And it is thereby agreed* between the ſaid two ſons, that the ſaid capital manſion-houſe with its appurtenances, ſhould be valued by two indifferent perſons; and that the ſaid *H.* the ſon ſhould after the death of the ſaid *P.* his father, pay a moiety of ſuch value (deducting 60*l.*) to the ſaid *P.* the ſon; and that the courts of the ſaid manors ſhould be held after the death of the ſaid *P.* the father, in the joint names of his ſons, and the yearly profits thereby ariſing ſhould be equally divided between them and their heirs, with power for the two ſons, when in poſſeſſion of the ſaid premiſſes, to grant leaſes thereof for 21 years in poſſeſſion at the moſt improved rents: *And it was further agreed* by all parties, That they and their heirs ſhould do and execute all further acts as ſhould be judged neceſſary for the more effectual anſwering the intents and purpoſes in the ſaid indenture of releaſe mentioned and expreſſed: *And whereas* by indenture of leaſe and releaſe, bearing date reſpectively on or about the 28th and 29th days of *September*, 1724, the releaſe being *tripartite*, made *between* the ſaid *P. S.* the father, of the firſt part, the ſaid *H.* and *P. S.* his two ſons, of the ſecond part, Sir *W. L.* and *T. W.* of the third part, the ſaid *E. T.* and *R. F.* of the fourth part, and *G. H.* and *M. H.* of the fifth part,

The deeds for ſuffering a recovery and declaring the uſes thereof.

(reciting, &c. and the covenant therein contained for ſuffering a recovery, and that the ſaid Sir *W. L.* and *T. W.* were heirs of the ſurviving truſtees named in the ſaid deed of the 21ſt of *Auguſt*;) *It is witneſſed*, That for fulfilling the covenants therein contained between the ſaid *P. S.* the father, and the ſaid *H.* and *P.* his ſons, for ſuffering the ſaid recovery, and for anſwering the true intent of the parties to the ſaid recited indenture of releaſe of the 10th of *September*, and the ſeveral truſts therein declared; and for barring all eſtates tail, reverſions and remainders thereupon expectant in the ſaid premiſſes, and for other conſiderations therein mentioned, the ſaid *P. S.* the father, and the ſaid *H.* and *P.* his ſons, Sir *W. L.* and *T. W.* did grant, &c. to the ſaid *E. T.* and *R. F.* and their heirs, all the ſaid premiſſes, to make them tenants to the precipe for ſuffering a common recovery thereof, which recovery is declared ſhould enure to the ſeveral uſes and truſts in the ſaid indenture of releaſe of the 10th of *September*, 1724, expreſſed: *And whereas* before the completing of the ſaid recovery ſo covenanted to be ſuffered as aforeſaid, the ſaid *H.* the father of the ſaid two infants departed this life, and after his death, by indentures of leaſe and releaſe, bearing date reſpectively the 12th and 13th days of *April*, 1725, the releaſe being *quinquepartite*, and made between the ſaid *P. S.* the father, of the firſt part, the ſaid *P. S.* the ſon, party hereto, of the ſecond part, and the ſaid Sir *W. L.* and *T. W.* of the third part, the ſaid *E. T.* and *R. F.* of the fourth part, and *G. H.* and *N. H.* gent. of the fifth part, reciting the ſaid indentures of leaſe and releaſe and ſettlement of the 20th and 21ſt of *Auguſt*, 1661, and that the ſaid Sir *W. L.* was heir to the ſaid Sir *W. F.* and the ſaid *T. W.* was heir to the ſaid *H. A.* the ſurviving truſtees in the ſaid ſettlement, and for barring all eſtates tail, and for other the conſiderations therein mentioned, the ſaid *P. S.* the father, *P.* the ſon, Sir *W. L.* and *T. W.* did grant and releaſe all the ſaid premiſſes

H. the father died before the recovery ſuffered.

As to ſuffering another recovery.

miſſes to the ſaid *E. T.* and *R. F.* and their heirs, to make them tenants to the precipe, in order to ſuffer a common recovery thereof, the uſes whereof were declared to be as follows, *viz.* As to the ſaid manor of *E.* and the ſeveral meſſuages, lands and premiſſes in *S. M. S. L.* and *H. H.* therein mentioned, to the uſe of the ſaid *P.* the father, in fee; and as to the ſaid manor of *W.* with the ſaid lands called *Dee Dees*, and the advowſon of *W.* to the uſe of the ſaid *P.* the father for his life; remainder to the ſaid *P.* the ſon in fee; *In which indenture* it was declared, that nothing contained therein ſhould impeach the annuity of the honourable *M. S.* of 300*l.* *per ann.* for her life, or the annuity of 200*l.* *per ann.* to *M.* the wife of the ſaid *P.* the father, or 10*l.* *per ann.* to *M. S.* for life, in purſuance of which laſt indenture of releaſe, recoveries in *Trinity* term in 11 *Geo.* 1. were accordingly ſuffered of the ſaid premiſſes: *And whereas* the ſaid *P. S.* the father died about *February* 1729, having firſt made his laſt will and teſtament in writing, and thereby deviſed all his eſtate to the ſaid *P.* his ſon, (party hereto) his heirs and aſſigns for ever, and upon the death of the ſaid *P.* the father, the ſaid *P.* his ſon party thereto, entered upon, and is now in the poſſeſſion of all the ſaid premiſſes (ſave and except the aforeſaid manor of *E.* and the lands and premiſſes thereunto belonging:) *And whereas* in or about *Eaſter* term 1730, the ſaid *H. S.* the infant (by the ſaid *A.* his mother and next friend) exhibited his bill in the high court of Chancery againſt the ſaid *P.* his uncle, and others, to have a diſcovery of the ſeveral deeds and ſettlement of the ſaid premiſſes, and to have his title eſtabliſhed as elder ſon of the ſaid *H.* his father, or to have the benefit of the ſaid ſettlement of the 10th of *September*, 1724, and for other the matters therein mentioned and ſet forth: *And whereas*, by the anſwer of the ſaid *P.* the uncle, put into the ſaid bill, he inſiſted that the ſaid *H.* the father of the ſaid *H.* the infant, was born before the marriage of the ſaid *P.* the father, and was therefore illegitimate, and that he the ſaid *P.* his uncle, party hereto, was the only legitimate ſon and heir of the ſaid *P.* his father, and as ſuch inſiſted to hold and enjoy the ſaid premiſſes; *Whereupon* iſſue was joined and ſeveral witneſſes examined on both ſides, and the ſaid cauſe came on to be heard on the 26th day of *November* now laſt paſt, before the preſent lord high chancellor, *When* an iſſue at law was directed to try whether the ſaid *H. S.* father of the ſaid *H.* the infant, was the legitimate ſon of the ſaid *P. S.* the father, or not; *And* the conſideration of all other matters in queſtion was deferred till after the ſaid iſſue was tried, *When* either party might apply to the ſaid court for further directions, *Which* ſaid iſſue has not been tried; *But* to prevent charges and expences, and all further differences and diſputes between the parties claiming the aforeſaid premiſſes, *It is hereby mutually agreed* by and between all the parties to theſe preſents; *And* he the ſaid *P. S.* party hereto, for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth promiſe and agree to and with the ſaid *C. S. S. R.* and *J. T.* their heirs, executors and aſſigns, by theſe preſents, in manner as follows, that is to ſay, That he the ſaid *P. S.* or his heirs, at his and their own proper coſts and charges, ſhall and will ſome time before the end of the next ſeſſions of parliament, or as ſoon after as conveniently can or may be, procure and obtain an act of parliament for the eſtabliſhing, corroborating, altering and confirming of the ſaid manors,

P. S. the father's death; his will, whereby he deviſed all his eſtate to his ſon *P.* who enters.

H. brings his bill.

Anſwer.

Illegitimate.

Iſſue joined.

Witneſſes.

Hearing.

Iſſue at law directed, not tried.

Agreement to ſettle diffe.ences.

To procure an act of parliament for ſettling the premiſſes.

manors, meſſuages, lands, tenements, hereditaments and premiſes, compriſed in and conveyed by the ſaid ſeveral recited indentures of leaſe and releaſe, dated reſpectively the ſaid 9th and 10th, and the 28th and 29th days of *September*, 1724, (except as herein before mentioned) to, for and upon the ſeveral uſes, truſts, intents and purpoſes, *in* ſuch moiety, parts and ſhares, and in manner as therein and herein before mentioned, limited and expreſſed, of and concerning the ſame reſpectively, (ſubject nevertheleſs in manner as herein before expreſſed;) *And alſo* that he the ſaid *P. S.* party hereto, or his heirs, immediately after the obtaining ſuch act of parliament as aforeſaid, ſhall and will pay, or cauſe to be paid, unto the ſaid *J. T.* his executors, adminiſtrators or aſſigns, in truſt nevertheleſs for the only uſe and benefit of him the ſaid *H. S.* the infant, his executors and adminiſtrators, one full moiety or half part of the clear yearly rents, iſſues and profits of all and ſingular the ſaid premiſſes, which have been by him or his agents then had and received thereof, ſince the death of the ſaid *P. S.* his father; and alſo that he the ſaid *P. S.* party hereto, ſhall and will then alſo ſufficiently and properly authoriſe and impower the ſaid *J. T.* his executors or adminiſtrators, or ſuch perſon or perſons as he or they ſhall appoint, to receive one moiety of all arrears of the rents, iſſues and profits of the ſaid premiſſes, as ſhall be then due and owing from the tenants of the ſaid premiſſes, or any of them, In truſt nevertheleſs for the ſaid *H.* the infant, his executors and adminiſtrators, as aforeſaid: *And further*, That he the ſaid *P. S.* party hereto, and his heirs, at his and their proper coſts and charges, immediately after the obtaining of ſuch act of parliament as aforeſaid, ſhall and will well and ſufficiently convey aſſure and ſettle all the eſtate, right, title, intereſt, claim and demand whatſoever, both in law and equity, of, in and to all and ſingular the ſaid manors, lands, hereditaments, and premiſſes, except as aforeſaid, free and clear of all incumbrances whatſoever, done by him or the ſaid *P. S.* his father, to the uſe of the ſaid *A. R.* and *J. R* and their heirs and as by their counſel learned in the law ſhall in that behalf be reaſonably adviſed and required, and to, for and upon the ſeveral uſes, truſts, intents and purpoſes herein after mentioned, limited and expreſſed of and concerning the ſame, that is to ſay, as to one full moiety or half part of and in all and ſingular the ſaid intended to be conveyed manors, lands and premiſſes, to the uſe of the ſaid *P. S.* party hereto and his aſſigns, for and during the term of his natural life, without impeachment of waſte; with remainder to the truſtees of the ſaid *S. R.* and *J. T.* and their heirs, during the life of the ſaid *P. S* party hereto, in truſt to preſerve the contingent remainders herein after limited, and from and immediately after the deceaſe of the ſaid *P. S.* party hereto, then to the uſe of the ſaid *H. S.* the infant and his aſſigns, for and during the term of his natural life without impeachment of waſte; remainder to the ſame truſtees and their heirs during his life, in truſt to preſerve contingent remainders thereof, herein after limited; remainder to the heirs male of the body of the ſaid *H. S.* the infant, in tail male ſucceſſively, remainder to the ſaid *P. S.* the infant and his aſſigns, for and during the term of his natural life, without impeachment of waſte; remainder to the ſame truſtees and their heirs, during the life of the ſaid *P.* the infant, in truſt to preſerve the contingent remainders thereof hereinafter limited; remainder to the heirs male of the body of the ſaid *P. S.* the infant in tail male ſucceſſively; and for default of ſuch iſſue, ——

and

d for default of ſuchi ſſue, then to the uſe and behoof of the right irs of the ſaid *H. S.* the infant, for ever: *And* as for and concerning e other full moiety or half part of and in all and ſingular the ſaid tended to be conveyed manors, lands and premiſſes, to the uſe of the d *H. S.* the infant, and his aſſigns, for and during the term of his tural life, without impeachment of waſte; remainder to the ſaid *S. R.* d *J. T.* and their heirs during his life, in truſt to preſerve the contin- nt remainders thereof, herein after limited; remainder to the heirs ale of the body of the ſaid *H.* the infant in tail male ſucceſſively; re- ainder to the ſaid *P. S.* the infant, and his aſſigns, for and during the rm of his natural life, without impeachment of waſte; remainder to the me truſtees and their heirs during the life of the ſaid *P.* the infant, in uſt to preſerve the contingent remainders thereof, herein after limited; mainder to the heirs male of the body of the ſaid *P. S.* the infant in tail ale ſucceſſively; and for default of ſuch iſſue, ——, and in default of ch iſſue, then to the uſe and behoof of the right heirs of the ſaid *H.* the infant, for ever; *And further*, That he the ſaid *P. S.* party reunto, ſhall deliver upon oath by a ſchedule unto the ſaid *J. T.* mediately after the execution of theſe preſents, all and every the eds, evidences and writings, whether in his cuſtody or power, or in e cuſtody or power of any other perſon or perſons in truſt for him, uching or relating to all the ſaid premiſſes, or any part thereof. *And is hereby further covenanted and agreed* by and between the ſaid parties theſe preſents, and their true intent and meaning is, that there ſhall e yearly paid by half-yearly payments out of the rents and profits of l the ſaid premiſſes (except the manſion-houſe at *W.* and the out- uſes, yards, gardens, orchards and appurtenances thereunto belong- g, after a deduction of taxes and other out-goings and neceſſary lary and expences,) one annuity of 25*l. per ann.* to the ſaid *P.* the fant, during the term of his natural life, (nevertheleſs determinable caſe he ſhall become intitled to and in poſſeſſion of the ſaid pre- iſſes,) the ſame to be paid to him by equal half-yearly payments, *viz.* *Michaelmas* and *Lady-day*; the firſt of which yearly payments to egin and be made on *Michaelmas-day* next; and alſo one annuity or early ſum of 50*l.* to the ſaid *A. S.* during the term of her natural fe by equal half-yearly payments on the days aforeſaid; the firſt of hich half-yearly payments to begin and be made on *Michaelmas-day* ext, &c. *In witneſs*, &c.

A ſchedule of deeds to be delivered on oath.

An annuity to one of the infants, &c.

An Agreement to end Suits, an Ejectment having been brought by a Widow for her Jointure made by her Huſband, by a Settlement in Purſuance of his Father's Will; the Premiſſes after ſold and the Bargainee in Poſſeſſion; an Ejectment brought and Verdict thereon, an Order of Aſſize, Judges divided, a further Debate, Judgment for Plaintiff, Error brought, Judgment affirmed, a Bill in Chancery and Injunction, Anſwer, Injunction diſſolved and the Jointure and Marriage proved; after which the Parties agree as to the Charges and ſettling the Eſtate, &c.

THIS *Indenture* of ſix parts, made, &c. *Between D. G.* of, &c. (widow and relict of *T. G.* late of, &c. gent. deceaſed, who was the only ſon and heir of *T. G.* late of, &c. merchant alſo deceaſed,) and *J. H.* of, &c. of the firſt part, *D. T.* of, &c. (widow

and relict of *J. T.* clerk deceaſed,) (the only ſurviving daughter of the ſaid *T. G.* the father,) and *J. T.* of, &c. eldeſt ſon of the ſaid *D. T.* of the ſecond part, *A. B.* of, &c. gent. of the third part, *J. L.* of the *Middle-Temple, London*, gent. of the fourth part, *F. H.* of, &c. gent. of the fifth part, and *W. M.* of, &c. eſq; of the ſixth part; *Whereas*, &c. *(Recital of* T. G. *the father's will, whereby he gave unto his truſtees for ever, all his lands*, &c. *to the uſe of the ſon* T. G. *for life, (ſubject*, &c.*) and after that, to the uſe of the ſaid truſtees for the ſon* T*'s life, upon truſt to preſerve the contingent uſes and eſtates thereafter limited, and that they might make entries and bring actions as often as occaſion ſhould require; the profits of the ſaid premiſſes to be nevertheleſs to the uſe of his ſon* T. *and his aſſigns, and after his deceaſe, to the uſe of ſuch woman or women as ſhould be his wife for the term of her and their reſpective natural life or lives, as and if he ſhould by deed appoint and direct, &c. for that purpoſe, (ſubject as aforeſaid,) and from and after his deceaſe and the deceaſe of ſuch his wife and wive (if any) or for default of ſuch limitation to her or them as aforeſaid, then to the uſe of the heirs of his body*, &c. *and for default of ſuch iſſue, to the uſe of all and every his the teſtator's daughter and daughters, (equally to be divided between them) and the heirs of their ſeveral bodies lawfully iſſuing; and for default of ſuch iſſue, then to the uſe of his the teſtator's brother* N. G. *and the heirs male of his body, with remainder to the teſtator's heirs for ever; and he did thereby charge his lands with the payment of*, &c. *and made his ſaid ſon reſiduary legatee and ſole executor.) And whereas* by indenture bearing date, &c. *Between* the ſaid *T. G.* the ſon, by the name of, &c. of the one part, and *R. C.* and *S. B.* of, &c. of the other part, (reciting as therein is recited;) the ſaid *T. G.* the ſon, (in conſideration of a marriage then ſhortly intended, which was ſoon after had and ſolemnized,) between him the ſame *T. G.* and *D. H.* (now the ſaid *D. G.* party hereto,) and in conſideration of the ſum of 150*l.* and other valuable conſiderations which he the ſaid *T. G.* the ſon had and was to have and receive as a marriage portion with the ſaid *D.* and for her better preferment and advancement, and the heirs of her body lawfully begotten by the ſame *T. G.* (in caſe ſhe the ſaid *D.* ſhould ſurvive him) did grant, &c. unto the ſaid *R. C.* and *S. B.* *All* the lands, right, title, term and terms of years which the ſaid *T. G.* the ſon had and was intitled to by virtue of the laſt will and teſtament of *T. G.* his father deceaſed, or otherwiſe, which lands are therein mentioned to be commonly known by the names of, &c. as by the deeds thereunto belonging might more at large appear, and all the right, &c. *To hold*, &c. for ever; *Upon truſt*, and to the intent and purpoſe, that the ſaid *R. C.* and *S. B.* and the ſurvivor, &c. ſhould permit and ſuffer the ſaid *T. G.* the ſon, and his aſſigns, peaceably and quietly to hold, enjoy, receive and take the rents, iſſues and profits of all and ſingular the ſaid granted premiſſes, for and during the term of his natural life, and immediately after his deceaſe, to and for the uſe and behoof of the ſaid *D.* for and during the term of her natural life, and immediately after the deceaſe of the ſaid *D.* to and for the uſe of the heirs of her body lawfully begotten by the ſaid *T. G.* for ever, as by, &c. *And whereas* the ſaid *T. G.* the ſon, by virtue of his ſaid father's will, having entered upon the lands and tenements thereby to him deviſed, (ſubject in manner as aforeſaid) by indenture of leaſe and releaſe, bearing date, &c. in conſideration of the ſum of 400*l.* &c. paid to him the ſaid *H. G.* the ſon, by *J. C.* of, &c. and

Recital of the father's will.

Settlement made by *T. G.* the ſon, on *D.* his wife, of the premiſſes for her jointure.

Convevance of premiſſes to ſ. *J. C.*

and alſo in conſideration that the ſaid *J. C.* had agreed to diſcharge the ſeveral incumbrances therein mentioned to be charged on the ſaid premiſſes, amounting to, &c. he the ſaid *T. G.* the ſon, did grant, &c. unto and to the uſe of *W. C.* therein named, his heirs and aſſigns, *In truſt neverthelefs* for the ſaid *J. C.* his heirs and aſſigns, the ſeveral meſſuages, &c. therein particularly mentioned, ſituate, &c. to the intent to make him the ſaid *W. C.* tenant to a *præcipe*, in order for ſuffering a common recovery of the ſaid premiſſes, within the time and in manner as therein expreſſed; which recovery of the premiſſes when ſuffered, was thereby agreed and declared, ſhould be and enure to the uſe of the ſaid *J. C* his heirs and aſſigns, for ever; in which indenture of releaſe the ſaid *T. G.* did thereby covenant to make any further aſſurance of the ſaid premiſſes unto the ſaid *J. C.* his heirs aud aſſigns, in manner as therein mentioned; *And whereas* the ſaid *J. C.* immediately after the executing of, and by virtue of the ſaid recited indenture of leaſe and releaſe, entered upon and enjoyed the ſaid premiſſes and received the rents and profits thereof, but before ſuch common recovery could be ſuffered to compleat his title thereto, the ſaid *J. C.* departed this life without iſſue, and without having conveyed away his title therein, whereby if the ſaid recovery had been ſuffered, the ſaid premiſſes on his death would have come to his ſiſter and heir *C. P.* (wife of *C. P.*) mother of *J. M.* (ſince deceaſed,) and brother of the ſaid *W. M.* party hereto: *And whereas* by indenture *tripartite*, bearing date, &c. *Between* the ſaid *T. G.* the ſon, *C. P.* and *C.* his wife, and *W. C.* of the firſt part, *A. L.* of the ſecond part, and *J. C.* gent. of the third part, (reciting therein among other things,) That the ſaid *C. P.* and *C.* his wife, had agreed to convey all the right and intereſt in the premiſſes ſo conveyed, in truſt for the ſaid *J. C.* as aforeſaid, unto the ſaid *J. M.* (ſubject to the aforeſaid charges thereon which then remained unſatisfied) *It is by the ſame indenture witneſſed*, and for the ſeveral conſiderations therein mentioned, and by virtue of a fine and recovery therein covenanted to be levied and ſuffered, and which were accordingly levied and ſuffered, the ſaid hereditaments and premiſſes *were* by them the ſaid *T. G.* the ſon, *C. P.* and *C.* his wife, and *W. C.* granted and conveyed unto and to the uſe of the ſaid *J. M.* and his heirs, in ſuch manner and ſubject as therein is mentioned and expreſſed: *And whereas* the ſaid *J. M.* by virtue of the ſaid conveyance ſo made to him as aforeſaid, entered upon and enjoyed the ſaid premiſſes, and received the rents and profits thereof until the time of his death, which was on or about the 23d of *March*, 1719, and during that time paid to the ſaid *D. T.* the ſaid ſum of 150*l.* ſo charged on and payable to her out of the ſaid premiſſes as aforeſaid, and alſo to the repreſentatives of *J. C.* (ſhe being then dead,) the other 150*l.* charged and payable to her as aforeſaid, and alſo to the ſaid annuities of 20*l.* and 10*l.* *per ann.* ſo agreed to be paid thereout in manner as aforeſaid; *And whereas* the ſaid *J. M.* dying without iſſue and inteſtate, the ſaid hereditaments and premiſſes deſcended and came to the ſaid *W. M.* party thereto, next brother and heir at law, who thereupon took poſſeſſion of the ſaid premiſſes and received the rents and profits thereof, without any diſturbance until ſome time after the death of the ſaid *T. G.* the ſon, which happened on or about the 23d day of *September*, 1726. *And whereas* the ſaid *D. G.* by virtue of the above

Mr. *J. C.*'s death before a recovery ſuffered.

Death.

Conveyance by deed, fine and recovery to Mr. *J. M.* and his heirs.

His entry.

Without iſſue premiſes deſcended to *W. M.* (party hereto) who took poſſeſſion.

recited indenture of ſettlement of the 16th *April*, in, &c. being intitled to a jointure eſtate for life in all the ſaid premiſſes ſo conveyed to the ſaid *J. M.* as aforeſaid, in or about *Michaelmas* term in the ſecond year of the reign of his preſent majeſty, cauſed an ejectment to be delivered in the name of *H. P.* as plaintiff againſt the ſaid *W. M.* and one *G. D.* as defendants and tenants of the ſaid premiſſes hereby intended to be releaſed, upon two ſeveral demiſes of the ſaid *D. G.* and *R. C.* for recovering her ſaid jointure eſtate, and the ſaid *W. M.* and *G. D.* as defendants appearing thereto in *Hilary* term then following, and having pleaded the general iſſue thereto, the cauſe on the 30th of *July*, in the 3d year of the reign of his ſaid preſent majeſty, was tried at *L.* in *C.* at which time the original will of the ſaid *T. G.* the father, and the ſaid jointure ſettlement ſo made on the ſaid *D.* being produced and fully proved to the ſatisfaction of the court, thereupon a verdict was given for the plaintiff in ejectment, (ſubject to a rule or order of aſſiſe for the judges opinion in *Michaelmas* term then next following,) and in *Hilary* term then following, the ſaid order of aſſiſe was made a rule of the court of Common Pleas at *Weſtminſter*, in Sir *George Cook*'s office, the ſaid cauſe being then and there depending; and upon the application and requeſt of the ſaid *D. G.* the ſaid cauſe was ordered by the ſaid court in the ſame rule to be ſet down in the paper to be argued by counſel on both ſides; and caſes being prepared and delivered to the judges, the cauſe came on to be argued before the judges of the ſaid court in *Eaſter* and *Trinity* terms then following; but the judges of the ſaid court being divided in their opinions, the ſaid cauſe was ordered to ſtand over until the next *Michaelmas* term following, in the fourth year of his preſent majeſty's reign, to be further argued by counſel on both ſides, when the queſtion was, whether the ſaid jointure-deed made by the ſaid *T. G.* the ſon amounted to be an appointment for a jointure for her the ſaid *D.* purſuant to the will of the ſaid *T. G.* the father; and three of the judges of the ſaid court being of opinion that it was a good appointment, the court, on the 18th day of *November* in the ſame *Michaelmas* term, pronounced judgment for the ſaid plaintiff, and the ſaid judgment was ſigned the next day, and 30*l.* 16*s.* 8*d.* coſts taxed thereon; and thereupon the ſaid defendants brought a writ of error, returnable in his majeſty's court of King's Bench at *Weſtminſter* in *Octabis Sancti Hilarii* then following; and the record of the ſaid judgment, which was entered on a roll number 1503, in *Trinity* term, in the ſecond and third year of his preſent majeſty's reign, was tranſcribed into the ſaid court of King's Bench, and there entered on a roll number 375, in *Hilary* term, the fourth year of his preſent majeſty; and in *Eaſter* term following the general errors being aſſigned, the cauſe was ſet down to be argued; and the ſaid judgment was affirmed by the ſaid court of King's Bench, and the ſaid judgment was ſigned on the 21ſt day of *May*, 1731, and 12*l.* 10*s.* coſts taxed thereon. And *whereas* on or about the 21ſt of *April*, 1731, the ſaid *W. M.* exhibited his bill in the high Court of Chancery as plaintiff againſt the ſaid *D. G. D. T.* and others therein named as defendants, whereby (after ſetting forth therein amongſt other things) the herein before recited will of the ſaid *T. G.* the father, and the ſaid ſeveral conveyances made from the ſaid *T. G.* the ſon, of the ſaid hereditaments and premiſſes to the ſaid *J. W. C.* in truſt for the ſaid *J. C.* as aforeſaid, and to the ſaid

Ejectment brought by *D. G.* for her jointure.

Appearance. Plea. Trial.

Verdict. Order of aſſiſe. Rule of court thereon.

Set down for argument.

Argument.

Judges divided.

Ordered to ſtand over.

The queſtion.

Judgment.

Writ of error brought. Tranſcript.

Error aſſigned. Argument. Judgment affirmed.

W. M.'s bill in Chancery.

ſaid *J. M.* and his heirs, and alſo the plaintiff's title to the premiſſes, and the ſaid trial on the ſaid ejectment, and other proceedings as to a judgment obtained, and a writ of error ſince brought thereon, in the manner or to the effect as the ſame are herein before recited) it was, amongſt other things prayed, that the defendant *D. G.* might ſet forth her ſaid jointure deed, and date thereof, and when and where the ſame was, and by whom executed, and the witneſſes names thereto, and whether ſhe was ever, and when and where, married to the ſaid *T. G.* the ſon, and by whom, and where regiſtred; and that the ſaid defendant *D.* might be enjoined from proceeding at law againſt the ſaid plaintiff, and be decreed to deliver up her ſaid deed of ſettlement to be cancelled; and if he ſhould be intitled to the benefit thereof, that then ſhe might pay the arrears, and ſecure to plaintiff the intereſt of the ſaid 150*l.* legacies; and that the ſaid defendant *D. J.* and the other defendants, might aſſign their intereſt in the premiſſes to the plaintiff, and that he might be quieted in the poſſeſſion thereof; ſoon after the filing which bill the ſaid plaintiff obtained an injunction to ſtop all proceedings at common law; ſince which the ſaid defendant *D. G.* and the ſaid other defendants, having put in their ſeveral anſwers to the ſaid bill, by an order of the ſaid court dated the 7th of *July*, 1731, the ſaid injunction was diſcharged; and it is hereby ordered, that the ſaid cauſe ſhould proceed to be heard, and ſeveral commiſſions having iſſued out of the ſaid court to examine witneſſes on both ſides in the ſaid cauſe, the ſaid jointure ſettlement of the ſaid *D. G.* and her marriage with the ſaid *T. G.* the ſon, have been fully proved; and the ſaid cauſe is now ſet down in *Trinity* term laſt for hearing in the ſaid court; and the ſaid *D. G.* after diſſolving the ſaid injunction, obtained poſſeſſion of the ſaid premiſſes hereby intended to be releaſed, and ſtill continues in the poſſeſſion thereof: *And whereas* by indenture of leaſe and releaſe, bearing date, &c. *between* the ſaid *D. G.* and *D. T.* of the firſt part, the ſaid *A. B.* of the ſecond part, and the ſaid *J. H.* of the third part, *It is by the ſame indenture of releaſe witneſſed*, That for docking, barring and deſtroying of all eſtates tail and remainders thereon depending, of and in a moiety of the premiſſes therein and herein after-mentioned, and for ſettling the ſame to the uſes therein and herein after expreſſed, and for 5*s.* a-piece to the ſaid *D. G.* and *D. T.* paid by the ſaid *A. B.* and by virtue of a fine and recovery therein agreed to be levied and ſuffered by them the ſaid *D. G.* and *D. T.* unto the ſaid *A. B.* before the end of *Michaelmas* term then next, in manner as therein expreſſed, (which fine and recovery were accordingly levied and ſuffered) *all* that one full and undivided moiety or half part (the whole in two equal parts to be divided) of and in, &c. and which are therein mentioned to be the ſame premiſſes which by the ſaid *T. G.* the father, by his laſt will and teſtament, deviſed to the ſaid *T. G.* his ſon, with remainders over, were granted and conveyed to and for the uſes, intents and purpoſes therein and herein after mentioned, (that is to ſay) to the uſe of the ſaid *A. B.* his executors and aſſigns, for and during the term of 500 years, determinable as therein and herein after is mentioned; and from and after the determination of the ſaid term, to the uſe of the ſaid *D. G.* and her aſſigns, for and during her natural life; and from and after her deceaſe, to the uſe of the ſaid *T. D.* her heirs

Injunction.

Anſwer.

Injunction diſſolved.

Witneſſes.

Settlement and marriage proved.

Conveyance for levying a fine and ſuffering of a recovery to Mr. *A. B* of premiſſes.

To ſeveral uſes.

A term to the attorney to levy to profecute and defend.

heirs and aſſigns for ever: and as the ſaid term of 500 years, it is declared by all the parties thereto, that the ſame was ſo limited to the ſaid *A. B.* his executors and aſſigns only, upon truſt that he and they, by and out of the rents and profits of the ſaid premiſſes, ſhould and might raiſe and levy all ſuch ſums of money as he or they then had, or hereafter ſhould diſburſe or expend in the proſecuting and defending of the right and title of the ſaid *D. G.* and *D. T.* or either of them, in and to the ſaid premiſſes; and alſo ſufficient to pay and ſatisfy the ſaid *A. B.* for his trouble and attendance in ſuch defence and proſecution, and for the levying and paſſing the ſaid fine and recovery, and other charges incident thereto; as in and by the ſaid laſt ſeveral in part recited indentures of leaſe and releaſe, fines, exemplifications of recoveries, proceedings on the ſaid ejectment and bill, anſwers and proceedings in Chancery, (relation being to them reſpectively had) more fully and at large may appear: *And whereas* there is now due and owing from them the ſaid *D. G.* and *D. T.* to the ſaid *A. B.* on account of his diſburſements, expences, trouble and attendances in the managing, proſecuting and defending their right and title to the ſaid premiſſes in the ſeveral cauſes aforeſaid, and for levying the ſaid fine and recovery thereof, and other incident charges relating to the matters aforeſaid, in the whole ſum of 300*l.* as by his bill of the particular items thereof appears, which is hereby agreed and acknowledged ſo to be by them the ſaid *D. G.* and *D. T.* teſtified by their being parties to, and executing of theſe preſents: *And whereas* the ſaid *W. M.* (as heir at law to his brother *J. M.* and by virtue of the ſaid recited indentures of leaſe and releaſe made to the ſaid *W. C.* of the ſaid premiſes, in truſt for the ſaid *J. C.* and of the ſaid ſubſequent conveyances ſo made to the ſaid *J. M.* and his heirs in manner as aforeſaid) is now intitled to the fee-ſimple and inheritance of the ſaid premiſſes, *(ſubject nevertheleſs* to the jointure-eſtate for life of her the ſaid *D. G.* therein as aforeſaid, and alſo to ſuch eſtate, right and intereſt therein, as ſhe the ſaid *D. T.* after the death of the ſaid *D. G.* may claim therein by virtue of the ſaid *T. G.* the father's will, as being now his only ſurviving daughter:) *And whereas*, to the end and intent to compromiſe all diſputes both in law and equity now depending between them the ſaid *W. M. D. G.* and *D. T.* touching or concerning the aforeſaid premiſſes, and to the end and intent to make a final end and determination thereof, and to prevent all future diſputes and controverſies whatſoever between them, touching or concerning the ſame, he the ſaid *W. M.* hath propoſed and agreed to pay to them the ſaid *D. G. J. H. D. T.* and *A. B.* on their executing theſe preſents, the ſum of 700*l.* to be paid to them in the ſeveral proportions and manner herein after mentioned; *and in conſideration thereof* they the ſaid *D. G. J. H. D. T.* and *A. B.* have agreed to grant and convey all their reſpective eſtates, right, title and intereſt, of, in and to all and ſingular the herein before and after mentioned meſſuages, lands, tenements, hereditaments and premiſſes, unto and to the uſe of the ſaid *W. M.* his heirs and aſſigns, in ſuch manner as herein after is for that purpoſe alſo mentioned and expreſſed: *Now this Indenture witneſſeth;* That *in* purſuance and of part performance of the ſaid recited agreements, *it is hereby mutually agreed and declared* by and between them the ſaid *W. M. D. G.* and *D. T.* that the aforeſaid cauſes, ſuits and controverſies now depending

What is now due to Mr. *B.*

Mr. *W. M's* preſent title; to premiſſes.

ſubject, &c.

Preſent agreements.

Firſt conſideration, As to all proceedings at law and equity to determine.

lepending between them at law and in equity touching the ſaid preniſſes, and all other the proceeding, matters and things aforeſaid, ſhall from henceforth abſolutely abate, ceaſe and determine, to all intents and purpoſes whatſoever; and that all and every the parties hereto, who are plaintiffs and defendants in the aforeſaid cauſes, ſuits and controverſies, ſhall bear and pay their reſpective coſts and charges therein; and that none of them the ſame parties ſhall from henceforth require or be paid from each other any coſts or charges whatſoever touching or concerning the ſame: *And this Indenture further witneſſeth*, That for and in conſideration of the ſaid ſum of 630*l.* of lawful money of *Great Britain*, by him the ſaid *W. M.* at or before the ſealing and delivery of theſe preſents, in hand well and truly paid to them the ſaid *D. G. J. H. D. T. J. T.* &c. Second conſideration, As to the conveyance, &c.

An Agreement between a Father and his Intèſtate Son's Widow, (where the Father had entered a Caveat to prevent her Adminiſtration) whereby the Father is to have his Son's Clothes and Money, if the Widow be not brought to Bed in a limited Time.

Articles, &c. *Between E. D.* of, &c. of the firſt Part, *M. D.* of, &c. (Widow and Relict of her late Huſband *R. D.* late of, &c. Victualler, deceaſed) of the ſecond Part, and *J. L.* of, &c. of the third Part. Parties.

WHEREAS the ſaid *R. D.* lately died inteſtate, poſſeſſed of a conſiderable perſonal eſtate: *And whereas* ſomediſputes have aroſe touching the granting adminiſtration thereof to the ſaid *M. D.* his wife; and he the ſaid *E. D.* (father of the ſaid *R. D.* deceaſed) to prevent the ſame being granted to the ſaid *M. hath* cauſed a caveat to be entered in the prerogative court of *Canterbury* againſt her for that purpoſe: *And whereas* to prevent all future diſputes, ſuits and controverſies touching the ſame, *It has been and is agreed* between the ſaid *D. D.* and *M. D.* as follows, *viz.* That ſhe the ſaid *M D.* ſhall now deliver to the ſaid *E. D. All* the wearing-apparel whatſoever of her ſaid late huſband, and alſo pay to him the ſaid *E. D.* the ſum of 10*l.* and alſo the further ſum of 40*l.* in caſe ſhe the ſaid *M.* be not now with child, and delivered of ſuch child in ſuch manner as herein after is for that purpoſe mentioned: *In conſideration* whereof he the ſaid *E. D.* hath agreed to withdraw the ſaid caveat, and to releaſe his right and intereſt of, in and to the eſtate late of him the ſaid *R. D.* in ſuch manner as herein after is mentioned: *And whereas* the ſaid ſum of 40*l.* hath by the order of the ſaid *M. B.* been depoſited and paid into the hands of the ſaid *J. L.* upon the contingency, and in truſt to be by him paid in ſuch manner as herein after is likewiſe mentioned: *And whereas* ſhe the ſaid *M. D.* in purſuance of her ſaid agreement, *hath* before the executing hereof paid to him the ſaid *E. D.* the ſaid ſum of 10*l.* and alſo delivered to him all the wearing-apparel of her ſaid late huſband; *And* he the ſaid *E. D.* in purſuance of his ſaid agreement, *hath* before the executing hereof withdrawn the ſaid caveat ſo entered as aforeſaid: *Now theſe preſents witneſs*, and the ſaid *E. D.* in purſuance of his ſaid agreement, and in conſideration of the ſaid ſum of 10*l.* ſo to him now paid by the ſaid *M. D.* and alſo that all the ſaid wearing-apparel late of him

R. D. died inteſtate. Diſputes about adminiſtration. Caveat. Agreement to end diſputes. The inteſtate's father to have his clothes and money, if the widow be not with child.

him the ſaid *R. D.* hath been by her the ſaid *M. D.* delivered to him as aforeſaid, the receipt of which ſaid 10*l.* and the delivery of ſuch wearing-apparel as aforeſaid, he the ſaid *E. D. Doth* hereby acknowledge, and alſo in conſideration of the ſaid ſum of 40*l.* ſo depoſited as aforeſaid, to be paid to him upon the contingency herein after mentioned, he the ſaid *E. D. Hath*, and by theſe preſents *Doth* abſolutely remiſe, releaſe, and for ever quit claim unto the ſaid *M. D.* her heirs, executors and adminiſtrators, all and all manner of action or actions, ſuits, claims and demands whatſoever, both in law and equity, or otherwiſe howſoever, which he the ſaid *E. D.* now hath, can, ſhall or may have, claim, challenge or demand, againſt her the ſaid *M. D.* her executors or adminiſtrators, touching or concerning all or any part or parts of the goods, chattels, debts, and all other the perſonal eſtate whatſoever late of him the ſaid *R. D.* and of and from all other claim and demands whatſoever touching the ſame, from the beginning of the world to the day of the date hereof. *And theſe preſents further witneſs*, and it is hereby mutually covenanted, agreed and declared, by and between all the parties hereto, for themſelves and for their reſpective executors and adminiſtrators, and the true intent and meaning of them and of theſe preſents is, that the ſaid ſum of 40*l.* ſo depoſited and paid into the hands of the ſaid *J. L.* as aforeſaid, was and is ſo depoſited upon the truſt, and to be by him paid in manner as follows, *viz.* In caſe it ſhall appear, or that ſhe the ſaid *M. D.* at any time before the day of —— now next ſhall declare to him the ſaid *J. L.* (ſuch declaration to be in writing under her hand) that ſhe the ſame *M.* is not quick or with child, or if and in caſe ſhe the ſaid *M.* be now with child, and ſuch child ſhall not be born alive and chriſtened before the —— day of —— now next enſuing, that then in either of the caſes aforeſaid, he the ſaid *J. L.* his executors or adminiſtrators, ſhall then forthwith pay the ſaid ſum of 40*l.* to the ſaid *E. D.* his executors, adminiſtrators or aſſigns; and upon this further truſt, that if and in caſe ſhe the ſaid *M. D.* be now with child, and ſuch child ſhall be born alive of her body, and chriſtened before the ſaid —— day of —— now next, then and in ſuch caſe he the ſaid *J. L.* his executors or adminiſtrators, immediately after ſuch child ſo born and chriſtened, ſhall pay to the ſaid *M. D.* her executors or adminiſtrators, the ſum of 40*l.* *Provided nevertheleſs*, and ſo as ſuch child be born and chriſtened in the preſence of *M. L.* (wife of the ſaid *J. L.*) *M. R.* (wife of *R. R.* of *C.* gent.) and *M. R.* (wife of *J. R.*) ſome or one of them, in caſe then living, and to and for no other truſt, uſe, intent or purpoſe whatſoever. *And laſtly*, it is hereby further agreed and declared by and between the ſaid parties, *And* they the ſaid *E. D.* and *M. D. Do*, and each of them *Doth* hereby reſpectively direct and appoint the ſaid *J. L.* his executors and adminiſtrators, to pay the ſaid ſum of 40*l.* purſuant and according to the reſpective truſts as aforeſaid touching the ſame; and that the receipt of him or her the ſaid *E. D.* or *M. D.* ſo intitled to receive the ſame by virtue of the truſt aforeſaid, ſhall be a *good and* ſufficient diſcharge in law to him the ſaid *J. L.* his executors and adminiſtrators for the ſame; and that then this preſent writing ſhall be delivered up to the ſaid *M. D.* *In witneſs*, &c.

Articles of Agreement to end Differences about watering of Meadows and keeping of Flood Hatches, &c.

Articles, &c. Between A. B. of, &c. of the one Part, and *C. D.* of, &c. of the other Part.

WHEREAS there has lately arisen between the said parties divers controversies and disputes concerning the use and enjoyment of the water running in a certain brook or rivulet, commonly called, &c. for the overflowing, watering and improving of a certain plot of meadow ground belonging to the said *C. D.* commonly called or known by the name of, &c. in, &c. containing, &c. and likewise concerning the repairing and amending of the hatches, commonly called or known by the names of *C.* and *E.* set up by the said *C. D.* and *A. B.* between the said meadows called, &c. and a parcel of meadow belonging to the said *A. B. Now* for the putting a final end and amicable conclusion to all the controversies and differences aforesaid, and for the asserting and assuring the several rights of either of them the said parties in the future use and enjoyment of the said water, to their mutual benefit and advantage, *It is hereby fully agreed* and concluded by and between the said parties to these presents, and they the said *A. B.* and *C. D.* do for themselves respectively, and not the one for the other, and for their several and respective heirs, &c. covenant, &c. to and with each other and their respective heirs, &c. by these presents, in manner and form following, (that is to say,) That for and during so long time as he the said *C. D.* shall think fit and keep the said hatches called *C.* for the watering of the said meadow called, &c. he the said *C. D.* his, &c. shall and will from time to time, and at all times, when and as often as need shall require, at his and their own proper costs and charges, well and sufficiently repair, amend and maintain the said hatches called *C.* in such manner as the same may be useful, as well to and for the watering, overflowing and improving of the said meadow belonging to the said *A. B.* called, &c. as of the said meadow called, &c. belonging to the said *C. D.* *And* that during all such time as the said hatches called *E.* shall continue to the use aforesaid, he the said *A. B.* his, &c. shall and will from time to time, and at all times, when and as often as need shall require, at his and their own proper costs and charges, well and sufficiently repair, amend and maintain the said hatches called *E.* whereby the same may be likewise useful for watering the said meadow called, &c. belonging to the said *C. D.* *And* that they the said *A. B.* and *C. D.* their, &c. shall and may from henceforth, and at all times whilst the said hatches shall remain and continue as aforesaid, peaceably and quietly use, have, take and enjoy the said hatches, for the watering, overflowing and improving their said respective meadows alternatively, for and by the space of one week for each and every three acres in the said meadow contained, (that is to say,) The said *C. D.* shall and may use, have, take and enjoy the same three weeks, for and in respect of the nine acres contained in his said meadow; *And* the said *A. B.* shall and may take, use and enjoy the

A

COMPLETE BODY

OF

CONVEYANCING.